

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.M. HUBER CORPORATION		02/22/2011	CORPORATION: NEW MEXICO
333 ASSOCIATES LLC		02/22/2011	LIMITED LIABILITY COMPANY: DELAWARE
333 PARTNERS LLC		02/22/2011	LIMITED LIABILITY COMPANY: DELAWARE
CELTEGAN LLC		02/22/2011	LIMITED LIABILITY COMPANY: DELAWARE
CP KELCO U.S., INC.		02/22/2011	CORPORATION: DELAWARE
HUBER CST COMPANY		02/22/2011	CORPORATION: NEW JERSEY
HUBER CST CORPORATION		02/22/2011	CORPORATION: DELAWARE
HUBER ENERGY L.P.		02/22/2011	LIMITED PARTNERSHIP: TEXAS
HUBER ENERGY LLC		02/22/2011	LIMITED LIABILITY COMPANY: DELAWARE
HUBER ENGINEERED WOODS LLC		02/22/2011	LIMITED LIABILITY COMPANY: DELAWARE
HUBER EQUITY CORPORATION		02/22/2011	CORPORATION: DELAWARE
HUBER INTERNATIONAL CORP.		02/22/2011	CORPORATION: NEW JERSEY
HUBER RESOURCES CORP.		02/22/2011	CORPORATION: DELAWARE
HUBER SOUTH TEXAS GB, LLC		02/22/2011	LIMITED LIABILITY COMPANY: TEXAS
HUBER SOUTH TEXAS LP, LLC		02/22/2011	LIMITED LIABILITY COMPANY: DELAWARE
HUBER TIMBER INVESTMENTS LLC		02/22/2011	LIMITED LIABILITY COMPANY: DELAWARE
HUBER TIMBER LLC		02/22/2011	LIMITED LIABILITY COMPANY: DELAWARE
J.M. HUBER MICROPOWDERS INC.		02/22/2011	CORPORATION: CALIFORNIA
JMH PARTNERS CORP.		02/22/2011	CORPORATION: DELAWARE

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**TRADEMARK
 REEL: 004510 FRAME: 0183**

KELCO COMPANY		02/22/2011	CORPORATION: DELAWARE
ST. PAMPHILE TIMBER LLC		02/22/2011	LIMITED LIABILITY COMPANY: DELAWARE
TABSUM, INC.		02/22/2011	CORPORATION: TENNESSEE
TARA INSURANCE GLOBAL LIMITED		02/22/2011	CORPORATION: VERMONT
UNDERGROUND WAREHOUSES, INC.		02/22/2011	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	1455 MARKET STREET
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 126

Property Type	Number	Word Mark
Registration Number:	277972	KELCO
Registration Number:	416387	KELCO
Registration Number:	742828	KELZAN
Registration Number:	796175	BEN-EX
Registration Number:	876822	KELCO
Registration Number:	877140	KELCO
Registration Number:	878457	KELGUM
Registration Number:	887972	KELTROL
Registration Number:	949175	ZANFLO
Registration Number:	982036	GFS
Registration Number:	1019101	XANFLOOD
Registration Number:	1054053	KELFLO
Registration Number:	1054590	KELZAN XC
Registration Number:	1123898	MF-1
Registration Number:	1145995	X-PEL G
Registration Number:	1218784	WL-100
Registration Number:	1413862	BIOZAN
Registration Number:	1540702	SIMPLESSE

Registration Number:	1551535	XANVIS
Registration Number:	1641837	KELZAN XCD
Registration Number:	1642184	
Registration Number:	1642523	GELRITE
Registration Number:	1644164	KWIK-SEAL
Registration Number:	1779410	KELCO-CRETE
Registration Number:	2264747	KELCOGEL
Registration Number:	2271127	XANTURAL
Registration Number:	2404457	KELDENT
Registration Number:	2635735	GENUTINE
Registration Number:	2981252	CP KELCO
Registration Number:	2981253	CP KELCO
Registration Number:	2981254	CP KELCO
Registration Number:	2981255	CP KELCO
Registration Number:	2981256	CP KELCO
Registration Number:	2981257	CP KELCO
Registration Number:	2983439	CP KELCO
Registration Number:	2985670	CP KELCO
Registration Number:	2985671	CP KELCO
Registration Number:	2987675	CPKELCO
Registration Number:	3066227	CP KELCO
Registration Number:	3066228	CP KELCO
Registration Number:	3147834	GEOVIS
Registration Number:	3312668	MF-55
Registration Number:	3316231	AXCEL
Registration Number:	3745075	CELLULON
Registration Number:	2199607	HUBER
Registration Number:	2218349	HUBER
Registration Number:	2228129	ADVANTECH
Registration Number:	2752893	PERFORMMAX
Registration Number:	2783122	TRUSPEC
Registration Number:	2891800	PERFORMMAX
Registration Number:	2949598	FORMRITE
Registration Number:	2969704	ADVANTECH RIM BOARD
Registration Number:	2969705	ADVANTECH FLOORING

	3181543	Z
Registration Number:	3184700	ZIP SYSTEM WALL SHEATHING
Registration Number:	3298726	Z ZIP SYSTEM TAPE
Registration Number:	3319365	Z ZIP SYSTEM SHEATHING
Registration Number:	3325650	OVATION
Registration Number:	3326502	Z
Registration Number:	3330896	ZIP SYSTEM ROOF SHEATHING
Registration Number:	3347171	Z ZIP SYSTEM WALL SHEATHING
Registration Number:	3363646	ZIP SYSTEM
Registration Number:	3363683	ZIP
Registration Number:	3424286	THE NEXT GENERATION OF WALLS
Registration Number:	3463994	A REVOLUTION IN ROOFING
Registration Number:	3478188	Z
Registration Number:	3535525	Z
Registration Number:	3538680	Z
Registration Number:	3545198	ZIPPED IN
Registration Number:	3610383	STORMEX
Registration Number:	3665075	PRECIPITEK
Registration Number:	3667137	Z ZIPSYSTEM TAPE GUN
Registration Number:	3676913	Z ZIP SYSTEM ROOF SHEATHING
Registration Number:	3684575	STORMEX
Registration Number:	547223	ZEOLEX
Registration Number:	771005	ZEOTHIX
Registration Number:	771006	ZEOFREE
Registration Number:	772600	ZEOSYL
Registration Number:	949625	HUBER
Registration Number:	975728	ZEODENT
Registration Number:	996220	HYDREX
Registration Number:	1140567	KEMGARD
Registration Number:	1325256	MICRAL
Registration Number:	1341817	HUBERSIL
Registration Number:	1343681	HUBERFIL
Registration Number:	1347036	HUBERSORB
Registration Number:	1494709	ZEROGEN
Registration Number:	1545938	ONYX ELITE

	1619290	PATH
Registration Number:	1620684	HUBERBRITE
Registration Number:	1632831	HUBER
Registration Number:	1666351	SOLEM
Registration Number:	1769567	POLYMATTE
Registration Number:	1848887	GRANITE ELITE
Registration Number:	2180022	ZEOFOAM
Registration Number:	2180023	ZEO
Registration Number:	2236638	ZEOPOL
Registration Number:	2266855	DURAWHITE
Registration Number:	2277931	A FAMILY OF SOLUTIONS
Registration Number:	2337827	MARBLE ELITE
Registration Number:	2522824	HUBERCAL
Registration Number:	2535210	GEOTEX
Registration Number:	2540646	HUBERGLOSS
Registration Number:	2540649	HUBERTEX
Registration Number:	2548118	HUBERPOL
Registration Number:	2570271	ZEOPHARM
Registration Number:	2695775	HYMOD
Registration Number:	2704645	HUBERCARB
Registration Number:	2821070	CONTROLLED FUNCTION TECHNOLOGY
Registration Number:	2827863	HUBERBRITE
Registration Number:	2841591	MOLDX
Registration Number:	2846420	ZEOFLO
Registration Number:	2846783	HUBERDERM
Registration Number:	2859033	RXCIPIENTS
Registration Number:	2985284	HUBERPRIME
Registration Number:	3003781	HUBER BC
Registration Number:	3065746	VERTEX
Registration Number:	3184510	COLLABORATIVE GENIUS
Serial Number:	77399728	WHAT IF...
Serial Number:	77589186	WHAT IF...
Serial Number:	77617603	WHAT IF...YOU CAN
Serial Number:	77118558	VIP+
Serial Number:	78476545	JETSET

	85009146	REFLECT
Serial Number:	76498689	JMH T TREASURY
Serial Number:	77781265	ZEOFOAM

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-848-4455
Email: jlik@shearman.com
Correspondent Name: Jordan Altman
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	3232/497
NAME OF SUBMITTER:	JORDAN ALTMAN
Signature:	/JORDAN ALTMAN/
Date:	03/28/2011

Total Attachments: 20
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated February 22, 2011, among the Persons listed on the signature pages hereof (collectively, the "*Grantors*") and Bank of America, N.A., as administrative agent (the "*Administrative Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, J.M. Huber Corporation, a New Jersey corporation (the "*Borrower*"), has entered into a Credit Agreement dated as of August 30, 2006, and amended and restated as of February 22, 2011 (said Credit Agreement, as so amended and restated, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") with the Lenders and the L/C Issuers (each as defined therein) party thereto and the Administrative Agent.

WHEREAS, pursuant to the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated February 22, 2011 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"; unless otherwise defined herein, the terms defined therein or in the Credit Agreement referred to therein are used herein as therein defined).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");
- (iii) the copyright registrations and applications and exclusive inbound copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of each Loan Party owing to any Secured Party now or hereafter existing under or in respect of the Loan Documents, the Secured Hedge Agreements and the Secured Cash Management Agreements, and all Specified Secured Obligations, in each case whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by any Loan Party to any Secured Party under the Loan Documents, the Secured Hedge Agreements, the Secured Cash Management Agreements or the agreements governing the Specified Secured Obligations but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.


SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or other electronic transmission (e.g. “.pdf” or “.tif”) shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

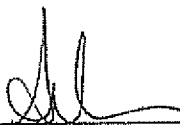
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

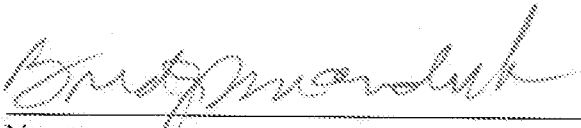
J.M. HUBER CORPORATION

By 
Name: Jeffrey J. Prosiniski
Title: VP + CFO

333 ASSOCIATES LLC
333 PARTNERS LLC
CELTEGAN LLC
CP KELCO U.S., INC.
HUBER CST COMPANY
HUBER CST CORPORATION
HUBER ENERGY L.P.
HUBER ENERGY LLC
HUBER ENGINEERED WOODS LLC
HUBER EQUITY CORPORATION
HUBER INTERNATIONAL CORP.
HUBER RESOURCES CORP.
HUBER SOUTH TEXAS GP, LLC
HUBER SOUTH TEXAS LP, LLC
HUBER TIMBER INVESTMENTS LLC
HUBER TIMBER LLC
J.M. HUBER MICROPOWDERS INC.
JMH PARTNERS CORP.
KELCO COMPANY
ST. PAMPHILE TIMBER LLC
TABSUM, INC.
TARA INSURANCE GLOBAL LIMITED
UNDERGROUND WAREHOUSES, INC.

By 
Name: Andrew J. Verrinder
Title: Authorized Representative

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

By 

Name:

Title:

Bridgett J. Mancuk
Assistant Vice President

SCHEDULE A

PATENTS

[attached]

Schedule A to IP Security Agreement

Part I - Patents

GRANTOR	TYPE	REGISTRATION NO.	ISSUE DATE	FILING DATE
CP Kelco US, Inc.	Utility	06/703831	3/31/1987	2/21/1985
CP Kelco US, Inc.	Utility	06/606959	3/29/1988	5/4/1984
CP Kelco US, Inc.	Utility	06/606978	5/17/1988	5/4/1984
CP Kelco US, Inc.	Utility	07/099618	9/19/1989	9/22/1987
CP Kelco US, Inc.	Utility	07/367261	10/9/1990	6/16/1989
CP Kelco US, Inc.	Utility	07/196496	1/7/1992	5/19/1988
CP Kelco US, Inc.	Utility	07/715861	4/7/1992	6/17/1991
CP Kelco US, Inc.	Utility	07/633761	9/1/1992	1/30/1991
CP Kelco US, Inc.	Utility	07/855564	12/15/1992	3/23/1992
CP Kelco US, Inc.	Utility	07/577824	12/29/1992	9/4/1990
CP Kelco US, Inc.	Utility	07/771811	5/4/1993	10/7/1991
CP Kelco US, Inc.	Utility	07/942249	12/28/1993	9/9/1992
CP Kelco US, Inc.	Utility	21635	4/5/1994	2/22/1993
CP Kelco US, Inc.	Utility	960662	11/8/1994	10/14/1992
CP Kelco US, Inc.	Utility	07/956788	12/6/1994	10/5/1992
CP Kelco US, Inc.	Utility	08/126092	6/20/1995	9/23/1993
CP Kelco US, Inc.	Utility	08/232416	5/7/1996	4/25/1994
CP Kelco US, Inc.	Utility	8352216	9/24/1996	12/2/1994
CP Kelco US, Inc.	Utility	08/169925	6/10/1997	12/17/1993
CP Kelco US, Inc.	Utility	309512	6/2/1998	9/20/1994
CP Kelco US, Inc.	Utility	08/442597	10/13/1998	5/17/1995
CP Kelco US, Inc.	Utility	08/467145	10/20/1998	6/6/1995
CP Kelco US, Inc.	Utility	08/406804	9/7/1999	3/20/1995
CP Kelco US, Inc.	Utility	08/900124	5/9/2000	7/25/1997
CP Kelco US, Inc.	Utility	08/870378	7/4/2000	6/6/1997
CP Kelco US, Inc.	Utility	09/061521	8/22/2000	4/16/1998
CP Kelco US, Inc.	Utility	08/923325	8/29/2000	9/4/1997
CP Kelco US, Inc.	Utility	09/347259	10/31/2000	7/6/1999
CP Kelco US, Inc.	Utility	09/245092	6/5/2001	2/5/1999
CP Kelco US, Inc.	Utility	09/440530	9/4/2001	11/15/1999
CP Kelco US, Inc.	Utility	08/475823	11/13/2001	6/7/1995
CP Kelco US, Inc.	Utility	08/070650	12/11/2001	6/1/1993
CP Kelco US, Inc.	Utility	09/636708	8/13/2002	8/11/2000
CP Kelco US, Inc.	Utility	09/438975	9/17/2002	11/12/1999
CP Kelco US, Inc.	Utility	01/812895	6/3/2003	3/21/2001
CP Kelco US, Inc.	Utility	09/833559	7/1/2003	4/13/2001
CP Kelco US, Inc.	Utility	09/972189	7/1/2003	10/9/2001
CP Kelco US, Inc.	Utility	09/719187	8/5/2003	5/21/1999
CP Kelco US, Inc.	Utility	09/435613	9/3/2003	11/8/1999
CP Kelco US, Inc.	Utility	09/774693	12/16/2003	2/1/2001
CP Kelco US, Inc.	Utility	10/166735	7/6/2004	6/12/2002
CP Kelco US, Inc.	Utility	10/140040	9/6/2005	5/8/2002
CP Kelco US, Inc.	Utility	11/156953	4/22/2008	6/20/2005
CP Kelco US, Inc.	Utility	10/802034	10/21/2008	3/17/2004
CP Kelco US, Inc.	Utility	11/292356	11/9/2010	12/2/2005
CP Kelco US, Inc.	Utility	11/264268	1/11/2011	11/1/2005
CP Kelco US, Inc.	Utility	12/211170	1/11/2011	9/16/2008
CP Kelco US, Inc.	Utility	09/798642	2/15/2011	3/2/2001
CP Kelco US, Inc.	Utility	11/612589	2/15/2011	12/19/2006
CP Kelco US, Inc.	Utility	05/139811	N/A	9/19/1972

Schedule A to IP Security Agreement

GRANTOR	TYPE	REGISTRATION NO.	ISSUE DATE	FILING DATE
Huber Engineered Woods, LLC	Utility	08/977885	10/24/2000	11/25/1997
Huber Engineered Woods, LLC	Utility	09/702999	10/29/2002	10/31/2000
Huber Engineered Woods, LLC	Utility	09/416530	11/12/2002	10/12/1999
Huber Engineered Woods, LLC	Utility	09/752602	2/11/2003	12/29/2000
Huber Engineered Woods, LLC	Utility	09/950547	5/6/2003	9/11/2001
Huber Engineered Woods, LLC	Utility	09/457183	5/18/2004	12/8/1999
Huber Engineered Woods, LLC	Utility	10/072444	8/10/2004	2/6/2002
Huber Engineered Woods, LLC	Utility	10/054131	1/10/2006	1/22/2002
Huber Engineered Woods, LLC	Utility	11/088927	4/10/2007	3/25/2005
Huber Engineered Woods, LLC	Utility	10/619449	5/15/2007	7/16/2003
Huber Engineered Woods, LLC	Utility	11/301030	10/9/2007	12/13/2005
Huber Engineered Woods, LLC	Utility	11/199323	1/27/2009	8/8/2005
Huber Engineered Woods, LLC	Utility	11/362950	6/30/2009	2/27/2006
Huber Engineered Woods, LLC	Utility	11/457852	7/14/2009	7/17/2006
Huber Engineered Woods, LLC	Utility	11/215906	12/1/2009	8/31/2005
Huber Engineered Woods, LLC	Utility	11/029535	2/9/2010	1/4/2005
Huber Engineered Woods, LLC	Utility	11/426535	2/16/2010	6/26/2006
Huber Engineered Woods, LLC	Utility	11/426436	2/16/2010	6/26/2006
Huber Engineered Woods, LLC	Utility	11/029300	3/16/2010	1/4/2005
Huber Engineered Woods, LLC	Utility	11/029293	5/25/2010	1/4/2005
Huber Engineered Woods, LLC	Utility	11/312942	11/16/2010	12/20/2005
Huber Engineered Woods, LLC	Utility	12/701260	1/11/2011	2/5/2010
Huber Engineered Woods, LLC	Utility	12/722787	1/18/2011	3/12/2010
Huber Engineered Woods, LLC	Utility	12/647249	2/1/2011	12/24/2009
Huber Engineered Woods, LLC	Utility	10/988914	2/8/2011	11/15/2004
J.M. Huber Corporation	Utility	06/370884	7/5/1983	4/22/1982
J.M. Huber Corporation	Utility	06/464830	2/12/1985	2/8/1983

Schedule A to IP Security Agreement

GRANTOR	TYPE	REGISTRATION NO.	ISSUE DATE	FILING DATE
J.M. Huber Corporation	Utility	07/689732	8/10/1993	4/24/1991
J.M. Huber Corporation	Utility	08/354020	11/19/1996	12/6/1994
J.M. Huber Corporation	Utility	09/314414	11/7/2000	5/18/1999
J.M. Huber Corporation	Utility	09/524538	3/26/2002	3/13/2000
J.M. Huber Corporation	Utility	09/641639	6/11/2002	8/18/2000
J.M. Huber Corporation	Utility	09/641632	7/16/2002	8/18/2000
J.M. Huber Corporation	Utility	10/156890	8/26/2003	5/29/2002
J.M. Huber Corporation	Utility	10/016550	9/9/2003	12/10/2001
J.M. Huber Corporation	Utility	10/446352	1/10/2006	5/28/2003
J.M. Huber Corporation	Utility	10/295677	3/7/2006	11/15/2002
J.M. Huber Corporation	Utility	10/996541	12/11/2007	11/24/2004
J.M. Huber Corporation	Utility	11/646124	10/21/2008	12/27/2006
J.M. Huber Corporation	Utility	11/823350	6/30/2009	6/27/2007
J.M. Huber Corporation	Utility	11/481613	7/14/2009	7/6/2006
J.M. Huber Corporation	Utility	11/646132	9/8/2009	12/27/2006
J.M. Huber Corporation	Utility	10/996538	3/2/2010	11/24/2004
J.M. Huber Corporation	Utility	11/823436	9/28/2010	6/27/2007

Schedule A to IP Security Agreement

Part II Patent Applications

GRANTOR	TYPE	REGISTRATION NO.	FILING DATE
CP Kelco US, Inc.	Utility	11/135077	5/23/2005
CP Kelco US, Inc.	Utility	12/892561	9/30/2010
CP Kelco US, Inc.	Utility	11/611570	12/15/2006
CP Kelco US, Inc.	Utility	11/557622	11/8/2006
CP Kelco US, Inc.	Utility	11/611492	12/15/2006
CP Kelco US, Inc.	Utility	12/984382	1/21/2011
CP Kelco US, Inc.	Utility	11/937936	11/9/2007
CP Kelco US, Inc.	Utility	11/767617	6/25/2007
CP Kelco US, Inc.	Utility	11875677	10/19/2007
CP Kelco US, Inc.	Utility	11/767648	6/25/2007
CP Kelco US, Inc.	Utility	11/767693	6/25/2007
CP Kelco US, Inc.	Utility	11/767729	6/25/2007
CP Kelco US, Inc.	Utility	11/767676	6/25/2007
CP Kelco US, Inc.	Utility	11/717418	3/13/2007
CP Kelco US, Inc.	Utility	12/542288	8/17/2009
CP Kelco US, Inc.	Utility	11/767763	6/25/2007
CP Kelco US, Inc.	Utility	12/533649	7/31/2009
CP Kelco US, Inc.	Utility	12/403097	3/12/2009
CP Kelco US, Inc.	Utility	12/719549	3/8/2010
CP Kelco US, Inc.	Utility	61/240347	9/8/2009
CP Kelco US, Inc.	Utility	12/821518	6/23/2010
CP Kelco US, Inc.	Utility	61/378612	8/31/2010
CP Kelco US, Inc.	Utility	61/378988	9/1/2010
CP Kelco US, Inc.	Utility	61/383795	9/17/2010
CP Kelco US, Inc.	Utility	12/985834	1/6/2011

Schedule A to IP Security Agreement

GRANTOR	TYPE	REGISTRATION NO.	FILING DATE
CP Kelco US, Inc.	Utility	13/013709	1/25/2011
CP Kelco US, Inc.	Utility	11/292366	12/2/2005
CP Kelco US, Inc.	Utility	12/961052	12/6/2010
CP Kelco US, Inc.	Utility	11/136026	5/24/2005
CP Kelco US, Inc.	Utility	11/347341	2/3/2006
CP Kelco US, Inc.	Utility	12/983914	1/4/2011
CP Kelco US, Inc.	Utility	12/983922	1/4/2011
CP Kelco US, Inc.	Utility	12/773440	5/4/2010
CP Kelco US, Inc.	Utility	12/173592	7/15/2008
Huber Engineered Woods, LLC	Utility	12/437938	5/8/2009
Huber Engineered Woods, LLC	Utility	13/022126	2/7/2011
Huber Engineered Woods, LLC	Utility	12/987125	1/27/2011
Huber Engineered Woods, LLC	Utility	12/405110	3/16/2009
Huber Engineered Woods, LLC	Utility	11/341829	1/27/2006
Huber Engineered Woods, LLC	Utility	11/415182	5/2/2006
Huber Engineered Woods, LLC	Utility	12/502107	7/13/2009
Huber Engineered Woods, LLC	Utility	12/700470	2/4/2010
Huber Engineered Woods, LLC	Utility	11/467450	8/25/2006
Huber Engineered Woods, LLC	Utility	11/734162	4/11/2007
Huber Engineered Woods, LLC	Utility	11/845970	8/28/2007
Huber Engineered Woods, LLC	Utility	12/340316	12/19/2008
Huber Engineered Woods, LLC	Utility	12/337961	12/18/2008
Huber Engineered Woods, LLC	Utility	12/649206	12/29/2009
Huber Engineered Woods, LLC	Utility	12/757578	4/9/2010
Huber Engineered Woods, LLC	Utility	61/384606	9/20/2010
J.M. Huber Corporation	Utility	10/978611	11/1/2004

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GRANTOR	TYPE	REGISTRATION NO.	FILING DATE
J.M. Huber Corporation	Utility	11/323662	12/30/2005
J.M. Huber Corporation	Utility	12/024154	2/1/2008
J.M. Huber Corporation	Utility	11/823264	6/27/2007
J.M. Huber Corporation	Utility	12/499359	7/8/2009
J.M. Huber Corporation	Utility	12/468910	5/20/2009
J.M. Huber Corporation	Utility	11/934427	11/2/2007
J.M. Huber Corporation	Utility	61/305998	2/19/2010
J.M. Huber Corporation	Utility	12/648673	12/29/2009
J.M. Huber Corporation	Utility	12/711321	2/24/2010
J.M. Huber Corporation	Utility	61/317426	3/25/2010
J.M. Huber Corporation	Utility	61/327272	4/23/2010

SCHEDULE B

TRADEMARKS

[attached]

Schedule B to IP Security Agreement

Part I - Trademarks		
GRANTOR	MARK	REGISTRATION NO.
CP KELCO U.S., INC.	KELCO	277972
CP KELCO U.S., INC.	KELCO	416387
CP KELCO U.S., INC.	KELZAN	742828
CP KELCO U.S., INC.	BEN-EX	796175
CP KELCO U.S., INC.	KELCO	876822
CP KELCO U.S., INC.	KELCO	877140
CP KELCO U.S., INC.	KELGUM	878457
CP KELCO U.S., INC.	KELTROL	887972
CP KELCO U.S., INC.	ZANFLO	949175
CP KELCO U.S., INC.	GFS	982036
CP KELCO U.S., INC.	XANFLOOD	1019101
CP KELCO U.S., INC.	KELFLO	1054053
CP KELCO U.S., INC.	KELZAN XC	1054590
CP KELCO U.S., INC.	MF-1	1123898
CP KELCO U.S., INC.	X-PEL G	1145995
CP KELCO U.S., INC.	WL-100	1218784
CP KELCO U.S., INC.	BIOZAN	1413862
CP KELCO U.S., INC.	SIMPLESSE	1540702
CP KELCO U.S., INC.	XANVIS	1551535
CP KELCO U.S., INC.	KELZAN XCD	1641837
CP KELCO U.S., INC.	SIMPLESSE CIRCLE DESIGN	1642184
CP KELCO U.S., INC.	GELRITE	1642523
CP KELCO U.S., INC.	KWIK-SEAL	1644164
CP KELCO U.S., INC.	KELCO-CRETE	1779410
CP KELCO U.S., INC.	KELCOGEL	2264747
CP KELCO U.S., INC.	XANTURAL	2271127
CP KELCO U.S., INC.	KELDENT	2404457
CP KELCO U.S., INC.	GENUTINE	2635735
CP KELCO U.S., INC.	CP KELCO	2981252
CP KELCO U.S., INC.	CP KELCO & design	2981253
CP KELCO U.S., INC.	CP KELCO & design	2981254
CP KELCO U.S., INC.	CP KELCO & design	2981255
CP KELCO U.S., INC.	CP KELCO	2981256
CP KELCO U.S., INC.	CP KELCO & design	2981257
CP KELCO U.S., INC.	CP KELCO	2983439
CP KELCO U.S., INC.	CP KELCO	2985670
CP KELCO U.S., INC.	CP KELCO	2985671
CP KELCO U.S., INC.	CP KELCO & design	2987675
CP KELCO U.S., INC.	CP KELCO	3066227
CP KELCO U.S., INC.	CP KELCO	3066228
CP KELCO U.S., INC.	GEOVIS	3147834
CP KELCO U.S., INC.	MF-55	3312668
CP KELCO U.S., INC.	AXCEL	3316231
CP KELCO U.S., INC.	CELLULON	3745075

Schedule B to IP Security Agreement

GRANTOR	MARK	REGISTRATION NO.
HUBER ENGINEERED WOODS LLC	HUBER IN OVAL	2199607
HUBER ENGINEERED WOODS LLC	HUBER	2218349
HUBER ENGINEERED WOODS LLC	ADVANTECH	2228129
HUBER ENGINEERED WOODS LLC	PERFORMMAX logo	2752893
HUBER ENGINEERED WOODS LLC	TRUSPEC	2783122
HUBER ENGINEERED WOODS LLC	PERFORMMAX	2891800
HUBER ENGINEERED WOODS LLC	FORMRITE (LOGO)	2949598
HUBER ENGINEERED WOODS LLC	ADVANTECH RIM BOARD	2969704
HUBER ENGINEERED WOODS LLC	ADVANTECH FLOORING	2969705
HUBER ENGINEERED WOODS LLC	Z (logo)	3181543
HUBER ENGINEERED WOODS LLC	zip system wall sheathing	3184700
HUBER ENGINEERED WOODS LLC	ZIP SYSTEM TAPE (logo)	3298726
HUBER ENGINEERED WOODS LLC	ZIP System Sheathing (logo)	3319365
HUBER ENGINEERED WOODS LLC	OVATION	3325650
HUBER ENGINEERED WOODS LLC	Z Wall System (logo)	3326502
HUBER ENGINEERED WOODS LLC	ZIP SYSTEM ROOF SHEATHING	3330896
HUBER ENGINEERED WOODS LLC	ZIP SYSTEM WALL SHEATHING (logo)	3347171
HUBER ENGINEERED WOODS LLC	ZIP SYSTEM	3363646
HUBER ENGINEERED WOODS LLC	ZIP	3363683
HUBER ENGINEERED WOODS LLC	THE NEXT GENERATION OF WALLS	3424286
HUBER ENGINEERED WOODS LLC	A REVOLUTION IN ROOFING	3463994
HUBER ENGINEERED WOODS LLC	ZIP SYSTEM ROOF HOUSE (LOGO)	3478188

Schedule B to IP Security Agreement

GRANTOR	MARK	REGISTRATION NO.
HUBER ENGINEERED WOODS LLC	ZIP SYSTEM WALL HOUSE (logo)	3535525
HUBER ENGINEERED WOODS LLC	Z Roof System (logo)	3538680
HUBER ENGINEERED WOODS LLC	ZIPPED IN	3545198
HUBER ENGINEERED WOODS LLC	STORMEX	3610383
HUBER ENGINEERED WOODS LLC	PRECIPITEK	3665075
HUBER ENGINEERED WOODS LLC	ZIP SYSTEM TAPE GUN (logo)	3667137
HUBER ENGINEERED WOODS LLC	ZIP SYSTEM ROOF SHEATHING (log	3676913
HUBER ENGINEERED WOODS LLC	STORMEX (logo)	3684575
J. M. HUBER CORPORATION	ZEOLEX	547223
J. M. HUBER CORPORATION	ZEOTHIX	771005
J. M. HUBER CORPORATION	ZEOFREE	771006
J. M. HUBER CORPORATION	ZEOSYL	772600
J. M. HUBER CORPORATION	HUBER	949625
J. M. HUBER CORPORATION	HUBER IN OVAL	949625
J. M. HUBER CORPORATION	ZEODENT	975728
J. M. HUBER CORPORATION	HYDREX	996220
J. M. HUBER CORPORATION	KEMGARD	1140567
J. M. HUBER CORPORATION	MICRAL	1325256
J. M. HUBER CORPORATION	HUBERSIL	1341817
J. M. HUBER CORPORATION	HUBERFIL	1343681
J. M. HUBER CORPORATION	HUBERSORB	1347036
J. M. HUBER CORPORATION	ZEROGEN	1494709

Schedule B to IP Security Agreement

GRANTOR	MARK	REGISTRATION NO.
J. M. HUBER CORPORATION	ONYX ELITE	1545938
J. M. HUBER CORPORATION	PATH	1619290
J. M. HUBER CORPORATION	HUBERBRITE	1620684
J. M. HUBER CORPORATION	HUBER	1632831
J. M. HUBER CORPORATION	SOLEM	1666351
J. M. HUBER CORPORATION	POLYMATTE	1769567
J. M. HUBER CORPORATION	GRANITE ELITE	1848887
J. M. HUBER CORPORATION	ZEOFOAM	2180022
J. M. HUBER CORPORATION	ZEO	2180023
J. M. HUBER CORPORATION	ZEOPOL	2236638
J. M. HUBER CORPORATION	DURAWHITE	2266855
J. M. HUBER CORPORATION	A FAMILY OF SOLUTIONS	2277931
J. M. HUBER CORPORATION	MARBLE ELITE	2337827
J. M. HUBER CORPORATION	HUBERCAL	2522824
J. M. HUBER CORPORATION	GEOTEX	2535210
J. M. HUBER CORPORATION	HUBERGLOSS	2540646
J. M. HUBER CORPORATION	HUBERTEX	2540649
J. M. HUBER CORPORATION	HUBERPOL	2548118
J. M. HUBER CORPORATION	ZEOPHARM	2570271
J. M. HUBER CORPORATION	HYMOD	2695775
J. M. HUBER CORPORATION	HUBERCARB	2704645
J. M. HUBER CORPORATION	CONTROLLED FUNCTION TECHNO	2821070

Schedule B to IP Security Agreement

GRANTOR	MARK	REGISTRATION NO.
J. M. HUBER CORPORATION	HUBERBRITE	2827863
J. M. HUBER CORPORATION	MOLDX	2841591
J. M. HUBER CORPORATION	ZEOFLO	2846420
J. M. HUBER CORPORATION	HUBERDERM	2846783
J. M. HUBER CORPORATION	RXCIPIENTS	2859033
J. M. HUBER CORPORATION	HUBERPRIME	2985284
J. M. HUBER CORPORATION	HUBER BC	3003781
J. M. HUBER CORPORATION	VERTEX	3065746
J. M. HUBER CORPORATION	COLLABORATIVE GENIUS	3184510

Part II - Trademark Applications

GRANTOR	MARK	REGISTRATION NO.
CP KELCO U.S., INC.	What if ... (design)	77/399728
CP KELCO U.S., INC.	What if ...	77/589186
CP KELCO U.S., INC.	What if... YOU CAN	77/617603
HUBER ENGINEERED WOODS LLC	VIP+	77/118558
J. M. HUBER CORPORATION	JETSET	78/476545
J. M. HUBER CORPORATION	REFLECT	85/009146
J. M. HUBER CORPORATION	JMH T Treasury (logo)	76/498689
J. M. HUBER CORPORATION	ZEOFOAM	77/781265

SCHEDULE C

COPYRIGHTS

[attached]

Schedule C to IP Security Agreement

Part I - Copyrights

None

Part II - Copyright Applications

None

Part III - Copyright Licenses

None