

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319958

| | | | |
|-----------------------------------|---|--------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Reichhold, Inc. | | 10/06/2014 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Cantor Fitzgerald Securities, as Collateral Agent | | |
| Street Address: | 110 EAST 59TH STREET | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | LIMITED PARTNERSHIP: NEW YORK | | |
| PROPERTY NUMBERS Total: 32 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86179728 | ADVALITE | |
| Serial Number: | 71507848 | AMBERLAC | |
| Serial Number: | 71605181 | AROFLINT | |
| Serial Number: | 72076457 | AROLON | |
| Serial Number: | 72436276 | AROPLAZ | |
| Serial Number: | 77904164 | AROPLAZ AQ | |
| Serial Number: | 77828408 | ATLAC | |
| Serial Number: | 73204080 | ATPRIME | |
| Serial Number: | 73196973 | BECKOSOL | |
| Serial Number: | 73196972 | BECKOSOL | |
| Serial Number: | 77282993 | BECKOSOL AQ | |
| Serial Number: | 75235040 | BIVIRTEX | |
| Serial Number: | 71700573 | DION | |
| Serial Number: | 77936175 | ENVIROLITE | |
| Serial Number: | 73227146 | EPOTUF | |
| Serial Number: | 72028640 | EPOTUF | |
| Serial Number: | 77787903 | EVERYWHERE PERFORMANCE MATTERS | |
| Serial Number: | 74261872 | FINE-CLAD | |
| Serial Number: | 74708467 | FINE-TONE | |
| Serial Number: | 73649052 | HYDREX | |
| TRADEMARK | | | |

CH \$815.00 86179728

| Property Type | Number | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 72215291 | KELSOL |
| Serial Number: | 78224676 | NORPOL |
| Serial Number: | 73223587 | POLYLITE |
| Serial Number: | 71642048 | POLYLITE |
| Serial Number: | 72344194 | REICHHOLD |
| Serial Number: | 73007452 | REICHHOLD |
| Serial Number: | 73052868 | REICHHOLD |
| Serial Number: | 75214191 | REICHHOLD |
| Serial Number: | 78807526 | RESAFEN |
| Serial Number: | 72028639 | SYNTHEMUL |
| Serial Number: | 78396230 | UROTUF |
| Serial Number: | 77718601 | CORROLITE |

CORRESPONDENCE DATA

Fax Number:

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: cmeredithgoujon@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Claudine Meredith-Goujon

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

| | |
|--------------------------------|----------------------------|
| ATTORNEY DOCKET NUMBER: | 19971-001 |
| NAME OF SUBMITTER: | Claudine Meredith-Goujon |
| SIGNATURE: | /Claudine Meredith-Goujon/ |
| DATE SIGNED: | 10/14/2014 |

Total Attachments: 6

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Notice of Security Interest in Trademarks

NOTICE OF SECURITY INTEREST IN TRADEMARKS dated as of October 6, 2014 (this "Agreement"), made by Reichhold, Inc. a Delaware corporation (the "Pledgor"), in favor of Cantor Fitzgerald Securities, as Collateral Agent (as defined below).

Reference is made to the Note Purchase Agreement, dated and effective as of October 6, 2014 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Note Purchase Agreement"), among REICHHOLD INDUSTRIES, INC., a Delaware corporation (the "Borrower"), REICHHOLD HOLDINGS US, INC., a Delaware corporation ("Holdings"), each subsidiary of the Borrower identified therein and CANTOR FITZGERALD SECURITIES, as collateral agent (together with its successors and permitted assigns in such capacity, the "Collateral Agent") for the benefit of the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Note Purchase Agreement. The rules of construction specified in Section 1.2 of the Note Purchase Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as the case may be, in full of the Grantor Obligations when due, the Pledgor pursuant to the Note Purchase Agreement did, and hereby does, grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a first priority Lien and security interest in all of Pledgor's right, title and interest in or to any and all of the following assets now owned or at any time hereafter acquired by Pledgor or in which Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the "IP Collateral"):

(i) all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. *Note Purchase Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Note Purchase Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Note Purchase Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Note Purchase Agreement, the terms of the Note Purchase Agreement shall govern.

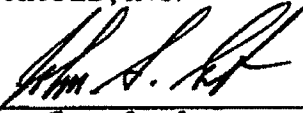
SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, including by means of facsimile or via electronic mail, each of which shall constitute an original and all of which shall together constitute one and the same document.

SECTION 5. *Governing Law*. This Agreement has been delivered and accepted in and shall be deemed to have been made in New York, New York and shall be interpreted, and the rights and liabilities of the parties bound hereby determined, in accordance with the laws of the State of New York.

[Signature Pages Follow]

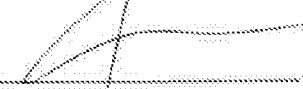
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

REICHHOLD, INC.

By: 
Name: John S. Gaither
Title: President & CEO

[Signature Pages to Notice of Security Interest in Trademarks (First Lien)]

CANTOR FITZGERALD SECURITIES,
as Collateral Agent

By: 

Name: James Bond
Title: Chief Operating Officer



[Signature Page to Notice of Security Interest in Trademarks (First Lien)]

Schedule I

TRADEMARKS

| Name | Country Code | Proprietor | App No | Publ/Reg No | Status | Filing Date | Renewal Date |
|-------------|--------------|---------------------------|-----------|-------------|--------------|-------------|--------------|
| ADVALITE | US | Reichhold, Inc. | 86/179728 | | ACCEPTED | 1/30/2014 | |
| AMBERLAC | US | Reichhold, Inc. | 71/507848 | 502992 | REGISTERED | 7/29/1947 | 10/19/2018 |
| AROFLINT | US | Reichhold, Inc. | 71/605181 | 565537 | REGISTERED | 10/19/1950 | 10/21/2022 |
| AROLON | US | Reichhold, Inc. | 72/076457 | 691544 | REGISTERED | 6/25/1959 | 1/19/2020 |
| AROPLAZ | US | Reichhold, Inc. | 72/436276 | 966320 | REGISTERED | 9/21/1972 | 8/21/2023 |
| AROPLAZ AQ | US | Reichhold, Inc. | 77/904164 | 4013149 | REGD-DEC USE | 1/4/2010 | 8/16/2016 |
| ATLAC | US | Reichhold, Inc. | 77/828408 | 3809747 | REGD-DEC USE | 9/17/2009 | 6/29/2015 |
| ATPRIME | US | Reichhold, Inc. | 73/204080 | 1174670 | REGISTERED | 2/16/1979 | 10/27/2021 |
| BECKOSOL | US | Reichhold Chemicals, Inc. | 73/196973 | 1131548 | REGISTERED | 12/15/1978 | 3/11/2020 |
| BECKOSOL | US | Reichhold, Inc. | 73/196972 | 1132015 | REGISTERED | 12/15/1978 | 4/1/2020 |
| BECKOSOL AQ | US | Reichhold, Inc. | 77/282993 | 3522059 | REGISTERED | 9/19/2007 | 10/21/2018 |
| BIVIRTEX | US | Reichhold, Inc. | 75/235040 | 2198997 | REGISTERED | 12/5/1996 | 10/20/2018 |
| DION | US | Reichhold, Inc. | 71/700573 | 635391 | REGISTERED | 12/27/1955 | 10/9/2016 |
| ENVIROLITE | US | Reichhold, Inc. | 77/936175 | 3887952 | REGD-DEC USE | 2/16/2010 | 12/7/2015 |
| EPOTUF | US | Reichhold, Inc. | 73/227146 | 1152053 | REGISTERED | 8/13/1979 | 4/28/2021 |
| EPOTUF | US | Reichhold, Inc. | 72/028640 | 655966 | REGISTERED | 4/22/1957 | 12/24/2017 |

| Name | Country Code | Proprietor | App No | Publ/Reg No | Status | Filing Date | Renewal Date |
|--|--------------|---------------------------|-----------|-------------|--------------|-------------|--------------|
| EVERYWHERE PERFORMANCE MATTERS FINE-CLAD | US | Reichhold, Inc. | 77/787903 | 3809566 | REGD-DEC USE | 7/23/2009 | 6/29/2015 |
| FINE-TONE | US | Reichhold, Inc. | 74/261872 | 1783167 | REGISTERED | 4/2/1992 | 7/20/2023 |
| HYDREX | US | Reichhold, Inc. | 74/708467 | 2046598 | REGISTERED | 7/18/1995 | 3/18/2017 |
| KELSOL | US | Reichhold, Inc. | 73/649052 | 1477248 | REGISTERED | 3/12/1987 | 2/23/2018 |
| NORPOL | US | Reichhold, Inc. | 72/215291 | 812008 | REGISTERED | 3/29/1965 | 8/2/2016 |
| POLYLITE | US | Reichhold, Inc. | 78/224676 | 2949941 | REGISTERED | 3/12/2003 | 5/10/2015 |
| POLYLITE | US | Reichhold, Inc. | 73/223587 | 1186263 | REGISTERED | 7/16/1979 | 1/19/2022 |
| REICHHOLD | US | Reichhold, Inc. | 71/642048 | 581098 | REGISTERED | 2/10/1953 | 10/13/2023 |
| REICHHOLD | US | Reichhold, Inc. | 72/344194 | 971113 | REGISTERED | 11/21/1969 | 10/23/2023 |
| REICHHOLD | US | Reichhold Chemicals, Inc. | 73/007452 | 997201 | REGISTERED | 11/28/1973 | 11/5/2014 |
| REICHHOLD | US | Reichhold, Inc. | 73/052868 | 1029070 | REGISTERED | 5/20/1975 | 1/6/2016 |
| RESAFEN | US | Reichhold, Inc. | 75/214191 | 2156380 | REGISTERED | 12/12/1996 | 5/12/2018 |
| SYNTHEMUL | US | Reichhold, Inc. | 78/807526 | 3263136 | REGISTERED | 2/6/2006 | 7/10/2017 |
| UROTUF | US | Reichhold, Inc. | 72/028639 | 655965 | REGISTERED | 4/22/1957 | 12/24/2017 |
| CORROLITE | US | Reichhold, Inc. | 78/396230 | 3279304 | REGISTERED | 4/5/2004 | 8/14/2017 |
| CORROLITE | US | Reichhold, Inc. | 77718601 | 3782578 | Registered | 4/21/2009 | |