

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM338494

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Security Interest in Trademarks (Second Lien)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Reichhold LLC 2		03/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cantor Fitzgerald Securities, as Collateral Agent		
<b>Street Address:</b>	110 EAST 59TH STREET		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: NEW YORK		
<b>PROPERTY NUMBERS Total: 32</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
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:	77718601	CORROLITE	
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	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Serial Number:	74708467	FINE-TONE
Serial Number:	73649052	HYDREX
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

**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:** vmann@paulweiss.com, dewilliams@paulweiss.com

**Correspondent Name:** Virginia F. Mann

**Address Line 1:** 1285 Avenue of the Americas

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

<b>ATTORNEY DOCKET NUMBER:</b>	20082-002
<b>NAME OF SUBMITTER:</b>	Virginia F. Mann
<b>SIGNATURE:</b>	/Virginia F. Mann/
<b>DATE SIGNED:</b>	04/17/2015

**Total Attachments: 6**

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**Notice of Security Interest in Trademarks**

NOTICE OF SECURITY INTEREST IN TRADEMARKS dated as of March 31, 2015 (this "Agreement"), made by Reichhold LLC 2 (the "Grantor"), in favor of Cantor Fitzgerald Securities, as Collateral Agent (as defined below).

Reference is made to the Second Lien Guaranty and Security Agreement, dated and effective as of March 31, 2015 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Collateral Agreement"), among REICHHOLD, LLC, a Delaware limited liability company, REICHHOLD LLC 2, a Delaware limited liability company, CANTOR FITZGERALD SECURITIES, as collateral agent (together with its successors and permitted assigns in such capacity, the "Collateral Agent") and certain other parties thereto from time to time 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 Collateral Agreement. The rules of construction specified in Section 1.2 of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a second priority Lien and security interest in all of such Grantor's right, title and interest in, to and under, any and all of the following assets now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "IP Collateral"), as security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) and observance of all Guaranteed Obligations:

(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. *Collateral 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 Collateral 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 Collateral 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 Collateral Agreement, the terms of the Collateral 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 LLC 2

By: Elizabeth H. Cassidy  
Name: Elizabeth Cassidy  
Title: Vice President - Finance

CANTOR FITZGERALD SECURITIES,  
as Agent

By: \_\_\_\_\_  
Name: James Bond  
Title: Chief Operating Officer



**Schedule I**

**TRADEMARKS**

	TRADEMARKS Case Name	Country Code	App No	Pubi/Reg No	Status	Filing Date	Renewal Date
1)	ADVALITE	US	86/179728		ACCEPTED	01/30/2014	
2)	AMBERLAC	US	71/507848	502992	REGISTERED	07/29/1947	10/19/2018
3)	AROFLINT	US	71/605181	565537	REGISTERED	10/19/1950	10/21/2022
4)	AROLON	US	72/076457	691544	REGISTERED	06/25/1959	01/19/2020
5)	AROPLAZ	US	72/436276	966320	REGISTERED	09/21/1972	08/21/2023
6)	AROPLAZ AQ	US	77/904164	4013149	REGD-DEC USE	01/04/2010	08/16/2016
7)	ATLAC	US	77/828408	3809747	REGD-DEC USE	09/17/2009	06/29/2015
8)	ATPRIME	US	73/204080	1174670	REGISTERED	02/16/1979	10/27/2021
9)	BECKOSOL	US	73/196973	1131548	REGISTERED	12/15/1978	03/11/2020
10)	BECKOSOL	US	73/196972	1132015	REGISTERED	12/15/1978	04/01/2020
11)	BECKOSOL AQ	US	77/282993	3522059	REGISTERED	09/19/2007	10/21/2018
12)	BIVIRTEX	US	75/235040	2198997	REGISTERED	12/05/1996	10/20/2018
13)	CORROLITE	US	77/718601	3782578	ALLOW TO LAPSE	04/21/2009	04/27/2015
14)	DION	US	71/700573	635391	REGISTERED	12/27/1955	10/09/2016
15)	ENVIROLITE	US	77/936175	3887952	REGD-DEC USE	02/16/2010	12/07/2015
16)	EPOTUF	US	73/227146	1152053	REGISTERED	08/13/1979	04/28/2021
17)	EPOTUF	US	72/028640	655966	REGISTERED	04/22/1957	12/24/2017
18)	EVERYWHERE PERFORMANCE MATTERS	US	77/787903	3809566	REGD-DEC USE	07/23/2009	06/29/2015
19)	FINE-CLAD	US	74/261872	1783167	REGISTERED	04/02/1992	07/20/2023
20)	FINE-TONE	US	74/708467	2046598	REGISTERED	07/18/1995	03/18/2017

	TRADEMARKS Case Name	Country Code	App No	Pubi/Reg No	Status	Filing Date	Renewal Date
21)	HYDREX	US	73/649052	1477248	REGISTERED	03/12/1987	02/23/2018
22)	KELSOL	US	72/215291	812008	REGISTERED	03/29/1965	08/02/2016
23)	NORPOL	US	78/224676	2949941	REGISTERED	03/12/2003	05/10/2015
24)	POLYLITE	US	73/223587	1186263	REGISTERED	07/16/1979	01/19/2022
25)	POLYLITE	US	71/642048	581098	REGISTERED	02/10/1953	10/13/2023
26)	REICHHOLD	US	72/344194	971113	REGISTERED	11/21/1969	10/23/2023
27)	REICHHOLD	US	73/007452	997201	REGISTERED	11/28/1973	11/05/2014
28)	REICHHOLD	US	73/05268	1029070	REGISTERED	05/20/1975	01/06/2016
29)	REICHHOLD	US	75/214191	2156380	REGISTERED	12/12/1996	05/12/2018
30)	RESAFEN	US	78/807528	326136	REGISTERED	02/06/2006	07/10/2017
31)	SYNTHEMUL	US	72/028639	655965	REGISTERED	04/22/1957	12/24/2017
32)	UROTUF	US	78/396230	3279304	REGISTERED	04/05/2004	08/14/2017