

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365853

| | | | |
|---------------------------------------|--|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Arysta LifeScience North America, LLC | | 07/13/2015 | LIMITED LIABILITY COMPANY: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Barclays Bank PLC, as Collateral Agent | | |
| Street Address: | 745 Seventh Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | public limited company: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 41 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3428632 | ADIOS | |
| Registration Number: | 4622450 | ASTERA | |
| Registration Number: | 4622451 | ASTERA | |
| Registration Number: | 3765470 | AUDIT | |
| Registration Number: | 1364132 | CAPTEC 4L | |
| Registration Number: | 2858739 | CAPTEVATE | |
| Registration Number: | 2298548 | DECREE | |
| Registration Number: | 3149976 | DISARM | |
| Registration Number: | 3150057 | DISARM | |
| Registration Number: | 2304479 | ELEVATE | |
| Registration Number: | 2599142 | ENDORSE | |
| Registration Number: | 2409479 | EVEREST | |
| Registration Number: | 3082891 | EVEREST | |
| Registration Number: | 3959782 | EVEREST 2.0 | |
| Registration Number: | 3415894 | EVITO | |
| Registration Number: | 3420243 | EVITO | |
| Registration Number: | 3330764 | FLUSH AFTER FLUSH | |
| Registration Number: | 3175281 | JUDGE | |
| Registration Number: | 3184939 | JUDGE | |
| TRADEMARK | | | |

OP \$1040.00 3428632

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 3082892 | KANEMITE |
| Registration Number: | 4505563 | KASUMIN |
| Registration Number: | 1754730 | MEPICHLOR |
| Registration Number: | 2441300 | MICRO FLO |
| Registration Number: | 3665781 | NEWGROUND |
| Registration Number: | 3642636 | NEWGROUND |
| Registration Number: | 3807743 | OBTAIN |
| Registration Number: | 3807830 | OBTAIN |
| Registration Number: | 1348827 | PGR-IV |
| Registration Number: | 3822627 | PH-D |
| Registration Number: | 1135385 | PIX |
| Registration Number: | 2409126 | PLUS |
| Registration Number: | 3592352 | PRE-PARE |
| Registration Number: | 3584250 | PRE-PARE |
| Registration Number: | 4023045 | RAZE |
| Registration Number: | 3963648 | RAZE |
| Registration Number: | 3548410 | SHADOW |
| Registration Number: | 3082893 | SHUTTLE |
| Registration Number: | 3825908 | SUPREMACY |
| Registration Number: | 3755519 | VERANDA |
| Registration Number: | 3778820 | VERANDA |
| Registration Number: | 4162254 | XONERATE |

CORRESPONDENCE DATA

Fax Number: 2138918763

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: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER: 039269-0370

NAME OF SUBMITTER: Rhonda DeLeon

SIGNATURE: /Rhonda DeLeon/

DATE SIGNED: 12/15/2015

Total Attachments: 8

source=030#page1.tif

source=030#page2.tif

source=030#page3.tif

source=030#page4.tif
source=030#page5.tif
source=030#page6.tif
source=030#page7.tif
source=030#page8.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of July 13, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), made by each of the signatories hereto other than the Collateral Agent (as defined below) (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of BARCLAYS BANK PLC, as collateral agent (in such capacity and together with its successors, the "Collateral Agent") for (i) the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Second Amended and Restated Credit Agreement, dated as of August 6, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MacDermid Holdings, LLC, a Delaware limited liability company, MacDermid, Incorporated, a Connecticut corporation, Platform Specialty Products Corporation (f/k/a Platform Acquisition Holdings Limited), a Delaware corporation, the Lenders party thereto, and Barclays Bank PLC, as administrative agent and as collateral agent and (ii) the other Secured Parties.

WITNESSETH:

WHEREAS, Grantors are party to that certain Amended and Restated Pledge and Security Agreement dated as of October 31, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral.

(a) Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all the following property of such Grantor, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor has or at any time in the future may acquire any right, title and interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of such Grantor's Obligations:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of

the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed on Schedule I hereto,

(ii) the right to, and to obtain, all renewals thereof,

(iii) the goodwill of the business connected with the use of and symbolized by the foregoing,

(iv) the right to sue or otherwise recover for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and

(v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit;

provided that notwithstanding any other provision set forth in this Section 2, this Trademark Security Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time, an Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

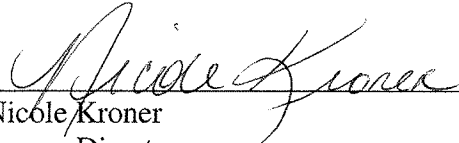
SECTION 4. Applicable Law. **THIS TRADEMARK SECURITY AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).**

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile and electronic PDF delivery), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each 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.

Arysta LifeScience North America LLC
as Grantor

By: 
Name: Nicole Kroner
Title: Finance Director

Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

By: _____
Name:
Title:

[Signature Page – Trademark Security Agreement]

TRADEMARK
REEL: 005689 FRAME: 0527

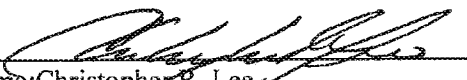
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Arysta LifeScience North America, LLC
as Grantor

By: _____
Name:
Title:

Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

By: 
Name: Christopher R. Lee
Title: *VICE PRESIDENT*

[Signature Page – Trademark Security Agreement]

Schedule I to
the Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS


| Trademark | Application No. Filing Date | Registration No. Registration Date | Owner |
|---|--------------------------------|---------------------------------------|---------------------------------------|
| ABPRO | 86112873 07-NOV-2013 | | Arysta LifeScience North America LLC. |
|  | 86112956 07-NOV-2013 | | Arysta LifeScience North America LLC. |
|  | 86112979 07-NOV-2013 | | Arysta LifeScience North America LLC. |
| ADIOS | 78884442 16-MAY-2006 | 3428632 13-MAY-2008 | Arysta LifeScience North America LLC. |
| ASTERA | 86109977 04-NOV-2013 | 4622450 14-OCT-2014 | Arysta LifeScience North America LLC. |
|  | 86110552 05-NOV-2013 | 4622451 14-OCT-2014 | Arysta LifeScience North America LLC. |
| AUDIT | 78727569 06-OCT-2005 | 3765470 23-MAR-2010 | Arysta LifeScience North America LLC. |
| CAPTEC 4L | 73533696 23-APR-1985 | 1364132 08-OCT-1985 | Arysta LifeScience North America LLC. |
| CAPTEVATE | 78080832 23-AUG-2001 | 2858739 29-JUN-2004 | Arysta LifeScience North America LLC. |
| DECREE | 75278885 14-APR-1997 | 2298548 07-DEC-1999 | Arysta LifeScience North America LLC. |
| DISARM | 78624857 06-MAY-2005 | 3149976 26-SEP-2006 | Arysta LifeScience North America LLC. |
|  | 78699828 24-AUG-2005 | 3150057 26-SEP-2006 | Arysta LifeScience North America LLC. |
| ELEVATE | 75176226 03-OCT-1996 | 2304479 28-DEC-1999 | Arysta LifeScience North America LLC. |

| | | | |
|---|-------------------------|------------------------|---------------------------------------|
| ENDORSE | 76170870 22-NOV-2000 | 2599142 23-JUL-2002 | Arysta LifeScience North America LLC. |
| EVEREST | 75699674 03-MAY-1999 | 2409479 28-NOV-2000 | Arysta LifeScience North America LLC. |
|  | 78730006 10-OCT-2005 | 3082891 18-APR-2006 | Arysta LifeScience North America LLC. |
|  | 85066680 18-JUN-2010 | 3959782 10-MAY-2011 | Arysta LifeScience North America LLC. |
| EVITO | 78789745 11-JAN-2006 | 3415894 22-APR-2008 | Arysta LifeScience North America LLC. |
|  | 78799238 25-JAN-2006 | 3420243 29-APR-2008 | Arysta LifeScience North America LLC. |
| FLUSH AFTER FLUSH | 78524032 29-NOV-2004 | 3330764 06-NOV-2007 | Arysta LifeScience North America LLC. |
| JUDGE | 78589882 17-MAR-2005 | 3175281 21-NOV-2006 | Arysta LifeScience North America LLC. |
|  | 78699800 24-AUG-2005 | 3184939 12-DEC-2006 | Arysta LifeScience North America LLC. |
|  | 78730172 10-OCT-2005 | 3082892 18-APR-2006 | Arysta LifeScience North America LLC. |
|  | 85017161 19-APR-2010 | 4505563 01-APR-2014 | Arysta LifeScience North America LLC. |
| MEPICHLOR | 74294057 14-JUL-1992 | 1754730 02-MAR-1993 | Arysta LifeScience North America LLC. |
| MICRO FLO | 75480224 06-MAY-1998 | 2441300 03-APR-2001 | Arysta LifeScience North America LLC. |
| NEWGROUND | 77513422 02-JUL-2008 | 3665781 11-AUG-2009 | Arysta LifeScience North America LLC. |
|  | 77593579 15-OCT-2008 | 3642636 23-JUN-2009 | Arysta LifeScience North America LLC. |

[Signature Page – Trademark Security Agreement]

| | | | |
|---|-------------------------|------------------------|---------------------------------------|
| OBTAIN | 77561780 03-SEP-2008 | 3807743 22-JUN-2010 | Arysta LifeScience North America LLC. |
|  | 77593533 15-OCT-2008 | 3807830 22-JUN-2010 | Arysta LifeScience North America LLC. |
| PGR-IV | 73514019 17-DEC-1984 | 1348827 16-JUL-1985 | Arysta LifeScience North America LLC. |
| PH-D | 77600244 24-OCT-2008 | 3822627 20-JUL-2010 | Arysta LifeScience North America LLC. |
| PIX | 73163635 27-MAR-1978 | 1135385 20-MAY-1980 | Arysta LifeScience North America LLC. |
| PLUS | 75480353 06-MAY-1998 | 2409126 28-NOV-2000 | Arysta LifeScience North America LLC. |
| PRE-PARE | 77313945 25-OCT-2007 | 3592352 17-MAR-2009 | Arysta LifeScience North America LLC. |
|  | 77329789 14-NOV-2007 | 3584250 03-MAR-2009 | Arysta LifeScience North America LLC. |
| RAZE | 77366934 08-JAN-2008 | 4023045 06-SEP-2011 | Arysta LifeScience North America LLC. |
|  | 85085921 15-JUL-2010 | 3963648 17-MAY-2011 | Arysta LifeScience North America LLC. |
| SHADOW | 78941692 31-JUL-2006 | 3548410 16-DEC-2008 | Arysta LifeScience North America LLC. |
|  | 78730205 10-OCT-2005 | 3082893 18-APR-2006 | Arysta LifeScience North America LLC. |
| SUPREMACY | 77616117 17-NOV-2008 | 3825908 27-JUL-2010 | Arysta LifeScience North America LLC. |
| VERANDA | 77509360 26-JUN-2008 | 3755519 02-MAR-2010 | Arysta LifeScience North America LLC. |
|  | 77509349 26-JUN-2008 | 3778820 20-APR-2010 | Arysta LifeScience North America LLC. |
| XONERATE | 85308776 29-APR-2011 | 4162254 19-JUN-2012 | Arysta LifeScience North America LLC. |

[Signature Page – Trademark Security Agreement]

| | | | |
|---|-------------------------|--|--|
| ZOLERA | 86452384 12-NOV-2014 | | Arysta LifeScience North America LLC. |
|  | 86452463 12-NOV-2014 | | Arysta LifeScience North America LLC. |

[Signature Page – Trademark Security Agreement]

NY7126889.5

RECORDED: 12/15/2015

**TRADEMARK
REEL: 005689 FRAME: 0532**