

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
POLYMER PRODUCTS COMPANY, INC.		09/28/2012	CORPORATION: PENNSYLVANIA
CRYSTAL, INC. - PMC		09/28/2012	CORPORATION: DELAWARE
LENCO INC. - PMC		09/28/2012	CORPORATION: DELAWARE
PMC BIOGENIX, INC.		09/28/2012	CORPORATION: DELAWARE
PMC ORGANOMETALLIX, INC.		09/28/2012	CORPORATION:
PMC GROUP N.A., INC.		09/28/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	1600 MARKET STREET
City:	PHILADELPHIA
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	BANK: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	4083310	KEMLUBE
Registration Number:	3806364	LUBRAZINC
Registration Number:	0726410	KEMSTRENE
Registration Number:	0542368	HYSTRENE
Registration Number:	3922500	CRYSTALWAX
Registration Number:	3922499	CRYSTALVEG
Registration Number:	3922498	CRYSTALGEL
Registration Number:	3922497	CRYSTALCER
Registration Number:	4045367	AVANTRA

Registration Number:	4045366	DURASTAT
Registration Number:	4008329	ENDURA
Registration Number:	4008328	ZYNTAR
Registration Number:	2555689	MARGA-EZY
Registration Number:	0587692	THERMOLITE
Registration Number:	1122604	FASCAT
Registration Number:	1233170	ECHO
Registration Number:	2582968	ZYNTAR
Registration Number:	2294258	DURASTAT
Registration Number:	2555688	PRO-FLO
Serial Number:	85726297	PMC
Serial Number:	85235598	KEMLUBE
Serial Number:	85053754	SURTECH

CORRESPONDENCE DATA

Fax Number: 2158648999
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 215.864.8310
Email: millersm@ballardspahr.com
Correspondent Name: Steven M. Miller
Address Line 1: Ballard Spahr LLP
Address Line 2: 1735 Market Street, 51st Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	00134298
NAME OF SUBMITTER:	Steven M. Miller
Signature:	/Steven M. Miller/
Date:	10/09/2012

Total Attachments: 18

source=PMC - Patent Trademark Copyright Security Agreement)#page1.tif
source=PMC - Patent Trademark Copyright Security Agreement)#page2.tif
source=PMC - Patent Trademark Copyright Security Agreement)#page3.tif
source=PMC - Patent Trademark Copyright Security Agreement)#page4.tif
source=PMC - Patent Trademark Copyright Security Agreement)#page5.tif
source=PMC - Patent Trademark Copyright Security Agreement)#page6.tif
source=PMC - Patent Trademark Copyright Security Agreement)#page7.tif
source=PMC - Patent Trademark Copyright Security Agreement)#page8.tif
source=PMC - Patent Trademark Copyright Security Agreement)#page9.tif
source=PMC - Patent Trademark Copyright Security Agreement)#page10.tif

source=PMC - Patent Trademark Copyright Security Agreement)#page11.tif
source=PMC - Patent Trademark Copyright Security Agreement)#page12.tif
source=PMC - Patent Trademark Copyright Security Agreement)#page13.tif
source=PMC - Patent Trademark Copyright Security Agreement)#page14.tif
source=PMC - Patent Trademark Copyright Security Agreement)#page15.tif
source=PMC - Patent Trademark Copyright Security Agreement)#page16.tif
source=PMC - Patent Trademark Copyright Security Agreement)#page17.tif
source=PMC - Patent Trademark Copyright Security Agreement)#page18.tif

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (as amended, modified, replaced, substituted for, superseded or restated from time to time, the "Agreement"), dated as of September 28, 2012 is entered into by and among **POLYMER PRODUCTS COMPANY, INC., CRYSTAL, INC. – PMC, LENCO INC. – PMC, PMC BIOGENIX, INC., PMC ORGANOMETALLIX, INC., PMC GROUP N.A., INC. AND EACH OF THE OTHER SUBSIDIARIES WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME** (each a "Pledgor" and collectively the "Pledgors"), and **PNC BANK, NATIONAL ASSOCIATION**, as administrative agent (in such capacity, the "Administrative Agent") for the Lenders under the Credit Agreement (as defined below) and for any other Secured Party (as defined below).

WITNESSETH THAT:

WHEREAS, pursuant to that certain Credit Agreement (as amended, modified, replaced, substituted for, superseded or restated from time to time, the "Credit Agreement") of even date herewith by and among Polymer Products Company, Inc., Crystal, Inc. – PMC, Lenco Inc. – PMC, PMC Biogenix, Inc., and PMC Organometallix, Inc. (collectively, the "Borrowers"), PMC Group N.A., Inc. and each of the other Guarantors now or hereafter party thereto, the Administrative Agent and the Lenders now or hereafter party thereto (collectively, the "Lenders"), the Lenders have agreed to make certain loans to the Borrowers and issue or participate in certain letters of credit for the account of the Borrowers; and

WHEREAS, the obligation of the Lenders to make loans and issue or participate in letters of credit under the Credit Agreement is subject to the condition, among others, that the Pledgors secure the Secured Obligations (as hereinafter defined) in the manner set forth herein.

NOW, THEREFORE, intending to be legally bound hereby, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the Commonwealth of Pennsylvania, as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications (other than any intent-to-use trademark

applications until such time as such Pledgor begins to use such trademark), trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) “Secured Obligations” shall mean and include all now existing and hereafter arising Obligations (and including Obligations arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrowers, any other Loan Party, any other Pledgor or any other Person, or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such Obligations is not enforceable or allowable in such proceeding), including, without limitation, all Obligations of the Borrowers, any other Loan Party, and each and every other Pledgor to the Administrative Agent, the Lenders or any other Secured Party under the Credit Agreement, any other Loan Documents, any Lender Provided Interest Rate Hedge (or any documents or instruments executed in connection therewith) or any Other Lender Provided Financial Service Product (or any documents or instruments executed in connection therewith), together with any extensions, renewals, replacements or refundings thereof, and all costs and expenses of enforcement and collection, including reasonable attorneys’ fees.

(d) “Secured Parties” shall mean the collective reference to the Administrative Agent, the Lenders and the other permitted holders of the Obligations.

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Administrative Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally represents and warrants and covenants that:

(a) such Pledgor’s material Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor’s knowledge, each of such Pledgor’s material Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any Liens, except for Permitted Liens, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third Persons;

(d) such Pledgor has the corporate, limited liability company or partnership power and authority, as applicable, to enter into this Agreement and perform its terms;

(e) as of the date hereof, no claim has been received by such Pledgor or, to the knowledge of such Pledgor, any other Person that the use of any of the material Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) except as could not reasonably be expected to result in a Material Adverse Change, such Pledgor has used consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights; and

(g) such Pledgor has used proper statutory notice in connection with its use of the material Patents, Trademarks and Copyrights.

4. Each Pledgor jointly and severally covenants that:

(a) except as could not reasonably be expected to result in a Material Adverse Change, such Pledgor shall continue to use consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(b) such Pledgor shall continue to use proper statutory notice in connection with its use of the material Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 12 hereof;

(c) such Pledgor shall not change its state of incorporation, formation or organization, as applicable, without providing ten (10) days prior written notice the Administrative Agent;

(d) such Pledgor shall not change its name without providing at least ten (10) calendar days prior written notice to the Administrative Agent; and

(e) except as permitted by the Credit Agreement, such Pledgor (i) shall preserve its existence as a corporation, partnership or limited liability company, as applicable, and (ii) shall not (1) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (2) sell all or substantially all of its assets.

5. Each of the obligations and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Secured Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Administrative Agent, the Lenders and the other Secured Parties to make the Loans and other extensions of credit, and that the Administrative Agent, the Lenders and the other Secured Parties are relying on such waiver in entering into the Loan Documents and the other documents and instruments evidencing or relating to the other Secured Obligations. The undertakings of each Pledgor hereunder secure the obligations of the Borrowers and the other Loan Parties. The Administrative Agent may, in its sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Administrative Agent shall not be a defense to any

action the Administrative Agent may elect to take against any Pledgor. The Administrative Agent hereby reserves all rights against each Pledgor.

6. Each Pledgor agrees that, until all of the Secured Obligations shall have been Paid in Full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Administrative Agent's prior written consent which shall not be unreasonably withheld, except such Pledgor may license Patents, Trademarks or Copyrights in the ordinary course of business without the Administrative Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

7. If, before the Secured Obligations shall have been Paid in Full, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Administrative Agent prompt notice thereof in writing. Each Pledgor and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications (other than any intent-to-use trademark applications), registered trademarks, registered copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

8. The Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Pledgors, in Philadelphia, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as set forth in Section 9.2.4 of the Credit Agreement [Application of Proceeds]. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Administrative Agent or any other Secured Party or Secured Parties may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

9. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the term of this Agreement.

10. At such time as all of the Obligations have been Paid in Full, this Agreement shall terminate and the Administrative Agent shall at the sole cost and expense of the Pledgors execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights and such releases or other documents reasonably necessary or desirable for the release of the Liens created hereby, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto. In addition, if any of the Patents, Trademarks or Copyrights shall be sold, transferred or otherwise disposed of by any Pledgor in a transaction permitted by the Credit Agreement, then the Administrative Agent, at the request and sole cost and expense of such Pledgor, shall execute and deliver to such Pledgor such deeds, assignments and other instruments as may be necessary or proper to re-vest in such Pledgors full title to such Patents, Trademarks or Copyrights and such releases or other documents reasonably necessary or desirable for the release of the Liens created hereby in such Patents, Trademarks or Copyrights.

11. Subject to any applicable limitation set forth in Section 11.3 of the Credit Agreement [Expenses; Indemnity; Damage Waiver], any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within thirty (30) days of demand by the Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

12. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any patent applications of the material Patents, Trademarks and Copyrights pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been Paid in Full, to make application on unpatented but patentable inventions and to preserve and maintain all rights in patent applications and patents,

including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgor. No Pledgor shall abandon any Patent, Trademark or Copyright, without the consent of the Administrative Agent, which shall not be unreasonably withheld, unless such Pledgor determines in its reasonable business judgment that abandonment of such Patent, Trademark or Copyright is appropriate.

13. Each Pledgor shall have the right to bring suit, action or other proceeding in its own name, and with the consent of the Administrative Agent not to be unreasonably withheld to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Subject to any applicable limitation set forth in Section 11.3 of the Credit Agreement [Expenses; Indemnity; Damage Waiver], each Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.

14. No course of dealing between any Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege of the Administrative Agent hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

15. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, under any Lender Provided Interest Rate Hedge (or under any documentation therefor) or any Other Lender Provided Financial Service Product (or under any documentation therefor) or by Law, and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

16. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

17. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Paragraph 7 and Paragraph 28 hereof with respect to additions and supplements to Schedule A hereto.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

19. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the Commonwealth of Pennsylvania.

20. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA SITTING IN PHILADELPHIA COUNTY AND OF THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH COMMONWEALTH OF PENNSYLVANIA COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR ANY OTHER SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY PLEDGOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

21. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN THIS SECTION 14(B) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND AGREES NOT ASSERT ANY SUCH DEFENSE.

22. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN 11.5 [NOTICES; EFFECTIVENESS; ELECTRONIC COMMUNICATION] OF THE CREDIT AGREEMENT.

NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

23. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, ADMINISTRATIVE AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

24. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Each Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Administrative Agent or any Lender of a signature page hereof purporting to be signed on behalf of such Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

25. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in Section 11.5.2 [Electronic Communications] of the Credit Agreement), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier (i) if to a Lender, to it at its address set forth in its administrative questionnaire, or (ii) if to any other Person, to it at its address set forth on Schedule 1.1(B).

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices delivered through electronic communications to the extent provided in Section 11.5.2 [Electronic Communications] of the Credit Agreement, shall be effective as provided in such Section.

26. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is

required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Administrative Agent its attorney-in-fact, and (v) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.


27. Each Pledgor (other than the Borrowers) hereby acknowledges, represents, and warrants that it receives direct and indirect benefits and synergistic benefits by virtue of its affiliation with the Borrowers and/or the other Pledgors and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and the other documents evidencing the Secured Obligations and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith, are a reasonably equivalent exchange of value in return for providing this Agreement.

28. At any time after the initial execution and delivery of this Agreement to the Administrative Agent, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Administrative Agent a Borrower Joinder or a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Administrative Agent with respect to such new Pledgor. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.


[SIGNATURES PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written with the intention that this Agreement shall constitute a sealed instrument.


POLYMER PRODUCTS COMPANY, INC.

By: 
Name: Paritosh M. Chakrabarti
Title: Chief Executive Officer

CRYSTAL, INC. – PMC

By: 
Name: Paritosh M. Chakrabarti
Title: Chief Executive Officer

LENCO, INC. – PMC

By: 
Name: Paritosh M. Chakrabarti
Title: Chief Executive Officer

PMC BIOGENIX, INC.

By: 
Name: Paritosh M. Chakrabarti
Title: Chief Executive Officer

PMC ORGANOMETALLIX, INC.

By: 
Name: Paritosh M. Chakrabarti
Title: Chief Executive Officer

PMC GROUP N.A., INC.

By: 
Name: Paritosh M. Chakrabarti
Title: Chief Executive Officer

Signature Page S-1

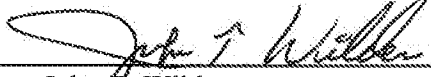
to

Patent, Trademark and Copyright Security Agreement

DMEAST #15690211

TRADEMARK
REEL: 004876 FRAME: 0286

**PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent**

By: 
Name: John A. Wilden
Title: Senior Vice President

Signature Page S-2
to

Patent, Trademark and Copyright Security Agreement

DMEAST #15690211

TRADEMARK
REEL: 004876 FRAME: 0287

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**

I. Copyrights

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Expiration Date</u>
None.			

II. Copyright Applications

<u>Registered Owner</u>	<u>Title</u>	<u>Application Number</u>	<u>Date Filed</u>
None.			

III. Copyright Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Title</u>	<u>Registration Number</u>	<u>Expiration Date</u>
None.				

IV. Patents

<u>Registered Owner</u>	<u>Type</u>	<u>Registration Number</u>	<u>Expiration Date</u>
PMC Biogenix, Inc.	USA	6926767	November 21, 2021
PMC Biogenix, Inc.	USA	6706903	October 7, 2022
PMC Biogenix, Inc	USA	6689894	February 5, 2023
PMC Biogenix, Inc	USA	5696292	February 10, 2015
PMC Biogenix, Inc	USA	6521683	April 26, 2019
PMC Biogenix, Inc	USA	5393814	November 17, 2013
PMC Biogenix, Inc	USA	5498652	August 18, 2014

PMC Biogenix, Inc	USA	5783714	December 23, 2014
PMC Biogenix, Inc	USA	5468793	July 25, 2014
PMC Biogenix, Inc	USA	5491187	July 25, 2014
PMC Biogenix, Inc	USA	6926767	November 21, 2021
Polymer Products, Inc.	USA	5414031	November 19, 2013

PMC Organometallix, Inc.	USA	5718817	February 17, 2015
PMC Organometallix, Inc.	USA	5859165	January 12, 2016
PMC Organometallix, Inc.	USA	5910373	June 8, 2016
PMC Organometallix, Inc.	USA	6001900	December 14, 2016
PMC Organometallix, Inc.	USA	6028128	February 22, 2017
PMC Organometallix, Inc.	USA	6042893	March 28, 2017
PMC Organometallix, Inc.	USA	6124380	September 26, 2017
PMC Organometallix, Inc.	USA	7781509	August 24, 2027
PMC Organometallix, Inc.	USA	6669835	December 30, 2020
PMC Organometallix, Inc.	USA	7138044	November 21, 2023
PMC Organometallix, Inc.	USA	6162755	December 19, 2017
PMC Organometallix, Inc.	USA	6166235	December 26, 2017

Inc.			
PMC Organometallix, Inc.	USA	6316654	November 13, 2018
PMC Organometallix, Inc.	USA	6506918	January 14, 2020
PMC Organometallix, Inc.	USA	7781509	August 24, 2027
PMC Organometallix, Inc.	USA	6919392	July 19, 2022
PMC Organometallix, Inc.	USA	7592472	September 22, 2026
PMC Organometallix, Inc.	USA	8198352	June 12, 2029
PMC Organometallix, Inc.	USA	6156832	December 5, 2017
PMC Organometallix, Inc.	USA	5985967	November 16, 2016

V. Patent Applications

<u>Registered Owner</u>	<u>Type</u>	<u>Application Number</u>	<u>Date Filed</u>
PMC Organometallix, Inc.	USA	12/721885	
PMC Organometallix, Inc.	USA	13/119558	

VI. Patent Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Type</u>	<u>Registration Number</u>	<u>Expiration Date</u>
None.				

VII. Trademarks

A. ACTIVE U.S. TRADEMARK REGISTRATIONS:

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
PMC Biogenix, Inc.	KEMLUBE	4083310	1/10/2012	Section 8 & 15 Combined Declaration of Use

				and Incontestability: 1/10/2018 Section 8 and 9 Combined Declaration of Use and Application for Renewal: 1/10/2022
PMC Biogenix, Inc.	LUBRAZINC	3806364	6/22/2010	Section 8 & 15 Combined Declaration of Use and Incontestability: 6/22/2016 Section 8 and 9 Combined Declaration of Use and Application for Renewal: 6/22/2020
PMC Biogenix, Inc.	KEMSTRENE	0726410	1/16/1962	Section 8 and 9 Combined Declaration of Use and Application for Renewal: 1/16/2022
PMC Biogenix, Inc.	HYSTRENE	0542368	5/15/1951	Section 8 and 9 Combined Declaration of Use and Application for Renewal: 5/15/2021
Crystal, Inc.-PMC	CRYSTALWAX	3922500	2/22/2011	Section 8 & 15 Combined Declaration of Use and Incontestability: 2/22/2017 Section 8 and 9 Combined Declaration of Use and Application for Renewal: 2/22/2021
Crystal, Inc.-PMC	CRYSTALVEG	3922499	2/22/2011	Section 8 & 15 Combined Declaration of Use and Incontestability: 2/22/2017 Section 8 and 9 Combined Declaration of Use and Application for Renewal: 2/22/2021
Crystal, Inc.-PMC	CRYSTALGEL	3922498	2/22/2011	Section 8 & 15 Combined Declaration of Use and Incontestability: 2/22/2017 Section 8 and 9 Combined

				Declaration of Use and Application for Renewal: 2/22/2021
Crystal, Inc.-PMC	CRYSTALCER	3922497	2/22/2011	Section 8 & 15 Combined Declaration of Use and Incontestability: 2/22/2017 Section 8 and 9 Combined Declaration of Use and Application for Renewal: 2/22/2021
Polymer Products Company, Inc.	AVANTRA	4045367	10/25/2011	Section 8 & 15 Combined Declaration of Use and Incontestability: 10/25/2017 Section 8 and 9 Combined Declaration of Use and Application for Renewal: 10/25/2021
Polymer Products Company, Inc.	DURASTAT	4045366	10/25/2011	Section 8 & 15 Combined Declaration of Use and Incontestability: 10/25/2017 Section 8 and 9 Combined Declaration of Use and Application for Renewal: 10/25/2021
Polymer Products Company, Inc.	ENDURA	4008329	8/9/2011	Section 8 & 15 Combined Declaration of Use and Incontestability: 8/9/2017 Section 8 and 9 Combined Declaration of Use and Application for Renewal: 8/9/2021
Polymer Products Company, Inc.	ZYNTAR	4008328	8/9/2011	Section 8 & 15 Combined Declaration of Use and Incontestability: 8/9/2017 Section 8 and 9 Combined Declaration of Use and Application for Renewal: 8/9/2021
Lenco, Inc. - PMC	MARGA-EZY	2555689	4/2/2002	Section 8 and 9


				Combined Declaration of Use and Application for Renewal: 4/2/2022
PMC Organometallic, Inc.	THERMOLITE	587692	3/30/1974	Section 8 and 9 Combined Declaration of Use and Application for Renewal: 3/30/2014
PMC Organometallic, Inc.	FASCAT	1122604	7/24/1979	Section 8 and 9 Combined Declaration of Use and Application for Renewal: 7/24/2019
PMC Organometallic, Inc.	ECHO	1233170	4/5/1983	Section 8 and 9 Combined Declaration of Use and Application for Renewal: 4/5/2013

B. INACTIVE U.S. TRADEMARK REGISTRATIONS:

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
Polymer Products Company, Inc.	ZYNTAR	2582968	6/18/2002	Cancellation Date: 3/21/2009
Polymer Products Company, Inc.	DURASTAT	2294258	11/23/1999	Cancellation Date: 8/26/2006
Lenco, Inc. - PMC	PRO-FLO	2555688	4/2/2002	Cancellation Date: 1/10/2009

VIII. Trademark Applications

A. ACTIVE U.S. TRADEMARK APPLICATIONS

<u>Applicant</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>	<u>Status</u>
PMC Group N.A., Inc.		85726297	9/11/2012	Active

B. INACTIVE U.S. TRADEMARK APPLICATIONS

<u>Applicant</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>	<u>Status</u>
PMC Biogenix, Inc.	KEMLUBE	85235598	2/7/2011	Abandonment Date: 5/25/2011
Crystal, Inc. - PMC	SURTECH	85053754	6/3/2010	Abandonment Date: 3/9/2011

IX. Trademark Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
None.				

X. Trade Names

None.