

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313422

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Herculean US Holdings, Inc.		08/08/2014	CORPORATION: DELAWARE
Element Materials Technology Warren Inc.		08/08/2014	CORPORATION: MICHIGAN
Element Materials Technology Cincinnati Inc.		08/08/2014	CORPORATION: OHIO
Element Materials Technology Daleville, LLC		08/08/2014	LIMITED LIABILITY COMPANY: INDIANA

## RECEIVING PARTY DATA

<b>Name:</b>	Royal Bank of Canada, as Collateral Agent
<b>Street Address:</b>	20 King Street West, 4th Floor
<b>City:</b>	Toronto
<b>State/Country:</b>	ONTARIO
<b>Postal Code:</b>	M5H 1C4
<b>Entity Type:</b>	Bank: CANADA

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
<b>Registration Number:</b>	4443395	DELSEN
<b>Registration Number:</b>	1266034	DTL
<b>Registration Number:</b>	1084379	DTL
<b>Registration Number:</b>	4555698	E
<b>Registration Number:</b>	4269214	E ELEMENT MATERIALS TECHNOLOGY
<b>Registration Number:</b>	4379695	ELEMENT
<b>Registration Number:</b>	4201924	ELEMENT
<b>Registration Number:</b>	1603138	MAR-TEST
<b>Registration Number:</b>	2642621	SHERRY LABORATORIES

## CORRESPONDENCE DATA

Fax Number: 2123037064

*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.*

Phone: 212.318.6824

Email: christinedionne@paulhastings.com

TRADEMARK

**Correspondent Name:** Christine Dionne c/o Paul Hastings LLP  
**Address Line 1:** 75 East 55th Street  
**Address Line 4:** New York, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 78436.00146

**NAME OF SUBMITTER:** Christine Dionne

**SIGNATURE:** /Christine Dionne/

**DATE SIGNED:** 08/08/2014

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated August 8, 2014, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Royal Bank of Canada ("Royal Bank"), as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, ELEMENT MATERIALS TECHNOLOGY GROUP HOLDINGS CC2 LIMITED, a limited company organized under the laws of England and Wales and having its registered office at 110 Buckingham Palace Road, London, SW1W 9SA with registered number 09142571 ("Holdings"), ELEMENT MATERIALS TECHNOLOGY GROUP US HOLDINGS INC., a Delaware corporation (the "U.S. Borrower"), ELEMENT MATERIALS TECHNOLOGY HOLDING UK LTD., a limited company incorporated under the laws of England and Wales and having its registered office at 5 Fleet Place, London, EC4M 7RD with registered number 01959735 (the "UK Borrower" and, together with the U.S. Borrower, the "Borrowers"), Royal Bank, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of August 8, 2014 (the "Closing Date") (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrowers upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral 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 Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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 Collateral 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"):

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Collateral).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing, 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

Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark 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.

SECTION 5. Grants, Rights and Remedies. This Trademark 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 Collateral 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. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

HERCULEAN US HOLDINGS, INC.  
ELEMENT MATERIALS TECHNOLOGY  
WARREN INC.  
ELEMENT MATERIALS TECHNOLOGY  
CINCINNATI INC.  
ELEMENT MATERIALS TECHNOLOGY  
DALEVILLE, LLC, each as an Initial Grantor

By:  .....

Name: Joseph Wetz  
Title: Chief Financial Officer


- Signature Page to Trademark Security Agreement -

**TRADEMARK**  
**REEL: 005339 FRAME: 0949**

**ROYAL BANK OF CANADA,**  
as Collateral Agent,

By:

Name:  
Title:



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**Rodica Dutka**  
Manager, Agency

- Signature Page to Trademark Security Agreement -

**TRADEMARK**  
**REEL: 005339 FRAME: 0950**

SCHEDULE A

United States Trademark Registrations

<b>Registered Owner/ Grantor</b>	<b>Trademark</b>	<b>Registration No.</b>
Herculean US Holdings, Inc.	DELSEN	4443395 03-DEC-2013
Detroit Testing Laboratory Inc., n/k/a Element Materials Technology Warren Inc.	DTL & DESIGN	1266034 31-JAN-1984
Detroit Testing Laboratory Inc., n/k/a Element Materials Technology Warren Inc.	DTL & DESIGN	1084379 31-JAN-1978
Herculean US Holdings, Inc.	E DESIGN	4555698 24-JUN-2014
Herculean US Holdings, Inc.	E ELEMENT MATERIALS TECHNOLOGY	4269214 01-JAN-2013
Herculean US Holdings, Inc.	ELEMENT	4379695 06-AUG-2013
Herculean US Holdings, Inc.	ELEMENT	4201924 04-SEP-2012
Mar-Test, Inc., n/k/a Element Materials Technology Cincinnati Inc.	MAR-TEST	1603138 19-JUN-1990
Ontario Corporation, n/k/a Element Materials Technology Daleville, LLC	SHERRY LABORATORIES	2642621 29-OCT-2002

United States Trademark Applications

None.