

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	MEPICHOR
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

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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.

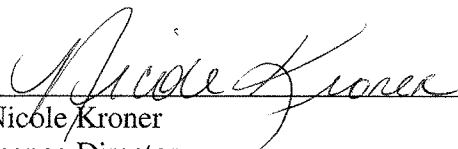
SECTION 4. Applicable Law. **THIS TRADEMARK SECURITY AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE 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.

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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]


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.

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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.

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

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NYV7126889.5

RECORDED: 12/15/2015

TRADEMARK
REEL: 005689 FRAME: 0532