

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394321

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Valentus Specialty Chemicals, Inc.		08/05/2016	Corporation: DELAWARE
National Paint Industries Inc.		08/05/2016	Corporation: NEW JERSEY
Absolute Coatings, Inc.		08/05/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Manufacturers and Traders Trust Company
Street Address:	One Fountain Plaza
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14203
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2538647	ABSCO
Registration Number:	2988208	ABSCO SPORTS
Registration Number:	0320513	ABSOLUTE
Registration Number:	4939759	ABSOLUTE COATINGS
Registration Number:	4939760	ABSOLUTE COATINGS
Registration Number:	1073418	CONCRETE ARMOR
Registration Number:	0992972	LAST-N-LAST
Registration Number:	2100382	OIL-N-H2O
Registration Number:	1574242	POLYCARE
Registration Number:	3808721	PREMIUM GREEN
Registration Number:	2840432	SEALER XL
Registration Number:	2875294	TREK
Registration Number:	2667357	TRIGGER SPRAY
Registration Number:	3411721	ULTRA GOLD
Registration Number:	0895335	ZIP-GUARD
Registration Number:	2689933	PRECISION
Registration Number:	2996388	EASY COAT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3014451	ATLANTIS
Registration Number:	4760193	NAUTILUS
Registration Number:	2993421	SMOOTH SEAL
Registration Number:	2842812	SWEDISH CROWN
Registration Number:	2842813	NEPTUNE

CORRESPONDENCE DATA

Fax Number: 3125693545

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: 312-569-1000

Email: gwen.benoy@dbr.com

Correspondent Name: Mita K. Lakhia, Drinker Biddle & Reath

Address Line 1: 191 N. Wacker Drive

Address Line 2: Suite 3700

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Mita K. Lakhia
SIGNATURE:	/Mita K. Lakhia/
DATE SIGNED:	08/09/2016

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of August 5, 2016 ("Agreement"), is delivered by VALENTUS SPECIALTY CHEMICALS, INC., a Delaware corporation ("Parent"), NATIONAL PAINT INDUSTRIES INC., a New Jersey corporation ("NPI" and together with Parent, the "Borrowers"), ABSOLUTE COATINGS, INC., a Delaware corporation (together with the Borrowers, the "Grantors") and to MANUFACTURERS AND TRADERS TRUST COMPANY (the "Administrative Agent"), as agent for itself and the other Secured Parties (as that term is defined in the Credit Agreement).

WITNESSETH:

WHEREAS pursuant to the terms of that certain Credit Agreement, dated as of December 23, 2015 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrowers, the Lenders (as that term is defined in the Credit Agreement) and the Administrative Agent, the Lenders have agreed to extend credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS Grantors entered into that certain Security Agreement in order to induce the Lenders to enter into, and extend credit to the Borrowers under the Credit Agreement and to secure their obligations as set forth in the Credit Agreement, Grantors have granted to the Administrative Agent on behalf of the Lenders a security interest and continuing lien on its right, title and interest in, to and under certain Collateral (as that term is defined in the Security Agreement) as set forth in the Security Agreement; and

WHEREAS pursuant to the Credit Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantors agree as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement, as applicable.

2. Grant of Security Interest in Collateral. The Grantors hereby grant to the Administrative Agent a security interest in all of its right, title and interest in, to and under following Collateral: the trademark registrations and trademark applications listed in Schedule A and all goodwill of the business connected therewith (the "Trademark Collateral"), whether now owned or hereafter acquired, including all renewals and extensions of any of the foregoing; and all income, royalties, proceeds and liabilities, at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future, as applicable,

infringement, misappropriation, dilution, violation, or other impairment thereof, as collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all obligations set forth in the Security Agreement.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include, and no security interest shall be granted or attach hereunder with respect to, any "intent-to-use" application for registration of a trademark or service mark filed in the United States Patent and Trademark Office on the basis of any Grantor's intent to use any such mark pursuant to U.S.C. § 1051 Section 1(b), unless and until such time as a "Statement of Use" is filed with and duly accepted by the United States Patent and Trademark Office, at which point the Collateral shall include, and the security interest granted hereunder shall attach to, such application.

3. Rights. The Grantors hereby acknowledge and affirm the rights and remedies of the Administrative Agent with respect to the grant of and security interest in, lien on and pledge to the Collateral made hereby. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. Termination. This Agreement shall terminate and the Lien on and security interest in the Collateral granted hereby shall be released upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations so long as no claim or demand for indemnification then exists or has been made) and termination of the Commitments. Upon the termination of this Agreement, the Administrative Agent shall execute all documents reasonably requested by the Grantors to evidence the release of the Lien on and security interests in the Collateral granted herein in a form sufficient to record such release.

5. Counterparts. 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. This Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follows]

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have caused this Agreement to be duly executed by their respective duly authorized officers as of the date first above written.

GRANTORS:

VALENTUS SPECIALTY CHEMICALS, INC.

By: 

Name: Mark J. Miller

Title: Vice President and Secretary

NATIONAL PAINT INDUSTRIES INC.

By: _____

Name: Raymond T. Chlodney

Title: Chief Executive Officer

ABSOLUTE COATINGS, INC.

By: _____

Name: Raymond T. Chlodney

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

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By: _____

Name: Mark J. Miller

Title: Vice President and Secretary

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By: Raymond T. Chodney

Name: Raymond T. Chodney

Title: Chief Executive Officer

ABSOLUTE COATINGS, INC.

By: Raymond T. Chodney

Name: Raymond T. Chodney

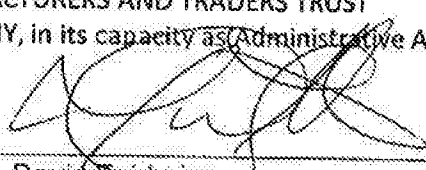
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005850 FRAME: 0352

ADMINISTRATIVE AGENT:

MANUFACTURERS AND TRADERS TRUST
COMPANY, in its capacity as Administrative Agent

By: 
Name: David Fairbairn
Title: Vice President

[Signature Page to Trademark Security Agreement]

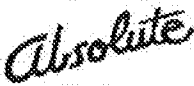


SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

U.S. TRADEMARK APPLICATIONS

None.

U.S. TRADEMARKS

Trademark	Registration Number	Registration Date	Owner
ABSCO	2538647	February 12, 2002	Absolute Coatings, Inc.
ABSCO SPORTS	2988208	August 23, 2005	Absolute Coatings, Inc.
	0320513	January 1, 1935	Absolute Coatings, Inc.
ABSOLUTE COATINGS	4939759	April 19, 2016	Absolute Coatings, Inc.
	4939760	April 19, 2016	Absolute Coatings, Inc.
Concrete Armor	1073418	September 20, 1977	Absolute Coatings, Inc.
Last-n-Last	0992972	September 10, 1974	Absolute Coatings, Inc.
OIL•n•H ₂ O	2100382	September 23, 1997	Absolute Coatings, Inc.
Polycare	1574242	January 2, 1990	Absolute Coatings, Inc.
Premium Green	3808721	June 22, 2010	Absolute Coatings, Inc.
Sealer XL	2840432	May 11, 2004	Absolute Coatings, Inc.
TREK	2875294	February 25, 2002	Absolute Coatings, Inc.
	2667357	February 17, 1999	Absolute Coatings, Inc.

Ultra Gold	3411721	January 31, 2006	Absolute Coatings, Inc.
Zip-Guard	0895335	July 28, 1970	Absolute Coatings, Inc.
PRECISION	2689933	February 1, 2001	National Paint Industries Inc.
EASY COAT	2996388	June 23, 2003	National Paint Industries Inc.
ATLANTIS	3014451	June 23, 2003	National Paint Industries Inc.
NAUTILUS	4760193	November 5, 2014	National Paint Industries Inc.
SMOOTHSEAL	2993421	June 23, 2003	National Paint Industries Inc.
SWEDISH CROWN	2842812	June 23, 2003	National Paint Industries Inc.
NEPTUNE	2842813	June 23, 2003	National Paint Industries Inc.