

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM318822

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avantor Performance Materials, Inc.		10/01/2014	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Banking Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85470493	BENESPHERA	
Registration Number:	4451814	MACRON FINE CHEMICALS	
Registration Number:	4373080	MACRON FINE CHEMICALS	
Registration Number:	4373081	MACRON FINE CHEMICALS	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<i>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.</i>			
Phone:	2127353000		
Email:	justin.selle@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Elaine Ziff, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	217730/2332		
NAME OF SUBMITTER:	Elaine D.. Ziff		
SIGNATURE:	/eziff/		
DATE SIGNED:	10/02/2014		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of October 1, 2014 (this “**Agreement**”), among AVANTOR PERFORMANCE MATERIALS, INC., a New Jersey corporation (the “**Grantor**”), located at 3477 Corporate Parkway, Center Valley, PA 18034 and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (“**CS**”), as collateral agent (in such capacity, the “**Collateral Agent**”).

WHEREAS, Avantor Performance Materials Holdings, Inc., a Delaware corporation (the “**Borrower**”) previously entered into (A) a Credit Agreement, dated as of October 8, 2010 (the “**Prior Credit Agreement**”), among the Borrower, the Lenders and CS, as the Administrative Agent (in such capacity, the “**Administrative Agent**”, referred to herein collectively with the Collateral Agent as “**Agent**”), the Collateral Agent and the other parties thereto, pursuant to which the Lenders have extended credit to the Borrower and (B) the Amendment Agreement, dated as of June 24, 2011 (the “**Amendment Agreement**”) among the Borrower, the Grantor, the other Loan Parties and the Agent, which Amendment Agreement, among other things, amended and restated the Prior Credit Agreement in the form of the Amended and Restated Credit Agreement (as amended, supplemented or otherwise modified from time to time, the “**Amended and Restated Credit Agreement**”); and

WHEREAS, the Grantor, as a direct wholly-owned subsidiary of Borrower, entered into (a) a Guarantee and Collateral Agreement, dated as of October 8, 2010 (the “**Guarantee and Collateral Agreement**”), by and among the Borrower, the Grantor, the Collateral Agent and the other parties thereto, (b) a Trademark Security Agreement, dated as of October 8, 2010, by and among the Grantor and the Collateral Agent, which was recorded with the United States Patent and Trademark Office (the “**PTO**”) at Reel 4293/ Frame 0283 and (c) a Trademark Security Agreement dated June 24, 2011, by and among the Grantor and the Collateral Agent, which was recorded with the PTO on June 24, 2011 at Reel 4569/0045; and

WHEREAS, the Amended and Restated Credit Agreement has been further amended by Amendment No. 2, dated as of September 26, 2014 (“**Amendment No. 2**”), among the Borrower, the Grantor, the Agent and the other parties thereto; and

WHEREAS, in connection with the execution and delivery of Amendment No. 2, the Grantor and the Agent are entering into this Agreement in order to facilitate the recordation in the PTO of the Collateral Agent's security interest in the Trademark Collateral (as defined below) acquired by Grantor since the effective date of the Amended and Restated Credit Agreement.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and pending applications filed in connection therewith, including registrations and pending applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I;

(b) all goodwill associated therewith or symbolized thereby;

(c) all other assets, rights, and interests that uniquely reflect or embody such goodwill, but excluding in all cases any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. §1501(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office ((a), (b) and (c) collectively, the “**Trademarks**”); and

(d) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing.

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

SECTION 4. Guarantee and Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall

govern, and for the avoidance of doubt, Trademark Collateral shall not include any Excluded Assets.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Further Assurances. The Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent's agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Trademark Collateral.

SECTION 7. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AVANTOR PERFORMANCE
MATERIALS, INC.

By: _____
Name: Michael Rettig
Title: EVP & General Counsel

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH

By:

Name: _____

VIPUL DHADDA

Title

AUTHORIZED SIGNATORY

By:

Name:

Title

Remy Riester

Authorized Signatory

TRADEMARK

REEL: 005373 FRAME: 0530

<u>TRADEMARK</u>	<u>APP'N NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>OWNER OF RECORD</u>	<u>STATUS</u>
BENESPHERA & Design	85/470,493	11-Nov-11			Avantor Performance Materials, Inc.	Allowed
MACRON FINE CHEMICALS & Design	85/465,102	4-Nov-11	4,451,814	17-Dec-13	Avantor Performance Materials, Inc.	Registered
MACRON FINE CHEMICALS & Design (Horizontal)	85/427,019	20-Sep-11	4,373,080	23-Jul-13	Avantor Performance Materials, Inc.	Registered
MACRON FINE CHEMICALS & Design	85/427,026	20-Sep-11	4,373,081	23-Jul-13	Avantor Performance Materials, Inc.	Registered