

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319656

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASK Chemicals LP		10/08/2014	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Investec Bank plc, as Security Agent		
Street Address:	2 Gresham Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2V 7QP		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 50			
Property Type	Number	Word Mark	
Registration Number:	1030434	ACCOSET	
Registration Number:	1439722	CENTRIFICOTE	
Registration Number:	1756313	CHEM-REZ	
Registration Number:	3531916	ENVIROFLOW	
Registration Number:	2586178	EXACTCALC	
Registration Number:	2174062	EXACTCAST	
Registration Number:	3344753	EXACTFLO	
Registration Number:	2560387	EXACTHERM	
Registration Number:	1851836	FURECOL	
Registration Number:	895780	GREEN BOND	
Registration Number:	1090584	INSTA-DRAW	
Registration Number:	2610675	ISO-FAST	
Registration Number:	1356061	ISOCOTE	
Registration Number:	964819	ISOCURE	
Registration Number:	952528	ISOCURE	
Registration Number:	849239	ISOCURE	
Registration Number:	3052882	ISOCURE FOCUS	
Registration Number:	1847019	ISOCYCLE	
Registration Number:	1311799	ISO FLO	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2464507	ISOMAX
Registration Number:	1339873	ISOPASTE
Registration Number:	2185956	ISOSEAL
Registration Number:	806567	LINO-CURE
Registration Number:	220703	LINOIL
Registration Number:	951655	LIQUI PASTE
Registration Number:	2589642	MAGNASET
Registration Number:	2498575	NOVACURE
Registration Number:	1558668	NOVASET
Registration Number:	1737869	NOVATHANE
Registration Number:	1985920	OMEGA SET
Registration Number:	931061	PEP SET
Registration Number:	4580160	PEP SET PATRIOT
Registration Number:	3161349	PEP SET QUANTUM
Registration Number:	1870261	PROTO-SET
Registration Number:	2586599	STA-HOT
Registration Number:	1265438	THERMOSOL
Registration Number:	1735924	VEINO
Registration Number:	3706530	VEINO ULTRA
Registration Number:	3384167	VELVACOAT
Registration Number:	3931474	VELVAFLEX
Registration Number:	812338	VELVALITE
Registration Number:	812339	VELVAPLAST
Registration Number:	972637	VELVASEAL
Registration Number:	950186	VELVASOL
Registration Number:	1087935	ZIP STIK
Registration Number:	812340	ZIP-SLIP
Serial Number:	86128210	CHEM-REZ DURASET
Serial Number:	86128246	CHEM-REZ FLEXSET
Serial Number:	86128163	CHEM-REZ FURY
Serial Number:	86134908	PEP SET ARROW

CORRESPONDENCE DATA

Fax Number: 3026365454

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: 800-927-9801 x 62348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

TRADEMARK

REEL: 005378 FRAME: 0608

Address Line 4: Washington, D.C. 20005	
ATTORNEY DOCKET NUMBER:	331982-10
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	10/09/2014
Total Attachments: 6 source=10-9-14 ASK Chemicals LP-TM#page1.tif source=10-9-14 ASK Chemicals LP-TM#page2.tif source=10-9-14 ASK Chemicals LP-TM#page3.tif source=10-9-14 ASK Chemicals LP-TM#page4.tif source=10-9-14 ASK Chemicals LP-TM#page5.tif source=10-9-14 ASK Chemicals LP-TM#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

(Trademark, Trademark Registrations, Trademark Applications)

WHEREAS, ASK Chemicals LP, a Delaware limited partnership (herein referred to as the "Grantor") owns the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, certain lenders and Investec Bank plc, as agent, are parties to a Senior Facilities Agreement dated July 11, 2014 (as amended, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of October 8, 2014 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between, among others, the Grantor and Investec Bank plc, as Security Agent (the "Security Agent", which expression shall include its successors, assigns and transferees) and (ii) certain other Security Agreement Documents (including this Intellectual Property Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Security Agreement) owned by the Grantor and referred to in Schedule 1 hereto; and
- (ii) all proceeds and products thereof.

The Grantor irrevocably constitutes and appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Security Agent's name, from time to time, in the Security Agent's discretion, so long as any Declared Default (as defined in the Security Agreement) shall have occurred and be continuing, to take with respect to the Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Security Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for

the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 8 day of October, 2014.

ASK CHEMICALS LP,
AS GRANTOR

By: 

Name: Scott O. Hoertz

Title: Authorized Officer of ASK Chemicals GmbH

Acknowledged:

INVESTEC BANK, PLC.,
as Security Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 8 day of October, 2014.

ASK CHEMICALS LP,
AS GRANTOR

By: _____
Name:
Title:

Acknowledged:

INVESTEC BANK, PLC.,
as Security Agent

By: Kaiy Byatt Viral Patel

Name:
Title: Kaiy Byatt
Authorized Signatory

Viral Patel
Authorized Signatory

SCHEDULE 1

Trademarks

Trademark	Application #	Application Date	Registration #	Registration Date
ACCOSET	73054315	6/6/1975	1030434	1/20/1976
CENTRIFICOTE	73619876	9/15/1986	1439722	5/19/1987
CHEM-REZ	74282396	6/8/1992	1756313	3/9/1993
ENVIROFLOW	77232791	7/18/2007	3531916	11/11/2008
EXACTCALC	76004505	3/20/2000	2586178	6/25/2012
EXACTCAST	75179274	10/9/1996	2174062	7/14/1998
EXACTFLO	76652160	12/12/2005	3344753	11/27/2007
EXACTHERM	76197099	1/22/2001	2560387	4/9/2002
FURECOL	74348739	1/15/1993	1851836	8/30/1994
GREEN BOND	72333654	7/28/1969	0895780	8/4/1970
INSTA-DRAW	73116476	2/22/1977	1090584	5/9/1978
ISO-FAST	76279251	7/2/2001	2610675	8/20/2002
ISOCOTE	73465378	2/13/1984	1356061	8/27/1985
ISOCURE	72413198	1/20/1972	0964819	7/24/1973
ISOCURE	72413196	1/20/1972	0952528	2/6/1973
ISOCURE	72287208	12/19/1967	0849239	5/21/1968
ISOCURE FOCUS	76630567	2/7/2005	3052882	1/31/2006
ISOCYCLE	74441746	9/30/1993	1847019	7/26/1994
ISOFLO	73465367	2/13/1984	1311799	1/1/1985
ISOMAX	75790687	9/2/1999	2464507	6/26/2001
ISOPASTE	73511604	12/3/1984	1339873	6/11/1985
ISOSEAL	75343587	8/19/1997	2185956	9/1/1998
LINO-CURE	72218604	5/12/1965	0806567	4/5/1966
LINOIL (Stylized)	71148241	5/25/2021	0220703	11/16/1926
LIQUI PASTE	72413195	1/20/1972	0951655	1/30/1973
MAGNASET	76116987	8/28/2000	2589642	7/2/2002
NOVACURE	75360121	9/19/1997	2498575	10/16/2001
NOVASET	73750399	9/6/1988	1558668	10/3/1989
NOVATHANE	74265618	4/14/1992	1737869	12/8/1992
OMEGA SET	74265753	4/14/1992	1985920	7/9/1996
PEP SET	72370797	9/16/1970	0931061	3/21/1972
PEP SET PATRIOT	86176516	1/27/2014	4580160	8/5/2014
PEP SET QUANTUM	76632965	3/10/2005	3161349	10/24/2006

Trademark	Application #	Application Date	Registration #	Registration Date
PROTO-SET	74410913	7/12/1993	1870261	12/27/1994
STA-HOT	76226757	3/20/2001	2586599	6/25/2002
THERMOSOL	73349561	2/9/1982	1265438	1/31/1984
VEINO	74267889	4/21/1992	1735924	12/1/1992
VEINO ULTRA	77534786	7/30/2008	3706530	11/3/2009
VELVACOAT	77097841	2/2/2007	3384167	2/19/2008
VELVAFLEX	77544847	8/12/2008	3931474	3/15/2011
VELVALITE	72226979	9/2/1965	0812338	8/9/1966
VELVAPLAST	72226981	9/2/1965	0812339	8/9/1966
VELVASEAL	72413194	1/20/1972	0972637	11/13/1973
VELVASOL	72386165	3/12/1971	0950186	1/9/1973
ZIP STIK	73139632	9/1/1977	1087935	3/28/1978
ZIP-SLIP	72226985	9/2/1965	0812340	8/9/1966
CHEM-REZ DURASET	86128210	11/25/2013	N/A	N/A
CHEM-REZ FLEXSET	86128246	11/25/2013	N/A	N/A
CHEM-REZ FURY	86128163	11/25/2013	N/A	N/A
PEP SET ARROW	86134908	12/4/2013	N/A	N/A