

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330830

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANGUS CHEMICAL COMPANY		02/02/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as collateral agent		
Street Address:	Doc Workflow Management, 10 Dearborn, L2 Floor, IL 1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	1618234	AB	
Registration Number:	0779689	AEPD	
Registration Number:	0627199	ALKATERGE	
Registration Number:	1246126	AMINE CS-1135	
Registration Number:	1848880	AMP-95	
Registration Number:	1848881	AMP-REGULAR	
Registration Number:	3016287	AMP-ULTRA	
Registration Number:	1278482	ANGUS	
Registration Number:	3032796	AVANTANE	
Registration Number:	2018239	CHAINGUARD	
Registration Number:	2032441	CORRGUARD	
Registration Number:	2973131	FLEXITANE	
Registration Number:	3446291	GASATANE	
Registration Number:	2101823	HYDROGUARD	
Registration Number:	2925865	NIKANE	
Registration Number:	3218092	NITROBOOST	
Registration Number:	1311924	NITROGUARD	
Registration Number:	0729324	TRIS AMINO	
Registration Number:	1025533	ZOLDINE	
TRADEMARK			

OP \$515.00 1618234

Property Type	Number	Word Mark
Registration Number:	3238231	ZOLDINE

CORRESPONDENCE DATA

Fax Number:

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: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine St

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Michael Barys TR/
DATE SIGNED:	02/03/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

WHEREAS, ANGUS CHEMICAL COMPANY, a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a Security Agreement dated as of February 2, 2015 (the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and JPMorgan Chase Bank, N.A., as the Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);
- (ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any “intent-to-use” application for registration of a Trademark filed

pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ANGUS CHEMICAL COMPANY

By: Stuart B. Gleichhaus
Name: Stuart B. Gleichhaus
Title: Chief Financial Officer

[Angus – Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005451 FRAME: 0531

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as the Collateral Agent

By: Peter S. Paul
Name: Peter S. Paul
Title: Executive Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademarks:

Trademark	Country	Classes	Status	Filing Date	Filing No.	Reg. Date	Reg. No.
AB	United States Of America	01	Registration	6/12/1989	73806041	10/23/1990	1618234
AEPD	United States Of America	01	Registration	2/11/1963	72162417	11/10/1964	0779689
ALKATERGE (STYLIZED)	United States Of America	01	Registration	6/28/1955	71690366	5/22/1956	0627199
AMINE CS-1135	United States Of America	01	Registration	12/29/1980	73291401	7/26/1983	1246126
AMP-95	United States Of America	01	Registration	11/12/1992	74330996	8/9/1994	1848880
AMP-REGULAR	United States Of America	01	Registration	11/12/1992	74330997	8/9/1994	1848881
AMP-ULTRA	United States Of America	01	Registration	3/9/2004	78380744	11/15/2005	3016287
ANGUS & DESIGN	United States Of America	01	Registration	8/2/1982	73377811	5/22/1984	1278482
AVANTANE	United States Of America	01	Registration	2/11/2003	78213190	12/20/2005	3032796
CHAINGUARD	United States Of America	01	Registration	12/13/1994	74610832	11/19/1996	2018239
CORRGUARD	United States Of America	01	Registration	5/19/1993	74392518	1/21/1997	2032441
FLEXTANE	United States Of America	01:02	Registration	3/28/2003	78231153	7/19/2005	2973131
GASATANE	United States Of America	01	Registration	6/20/2007	77210500	6/10/2008	3446291
HYDROGUARD	United States Of America	01	Registration	12/13/1994	74610833	9/30/1997	2101823

Trademark	Country	Classes	Status	Filing Date	Filing No.	Reg. Date	Reg. No.
NIKANE	United States Of America	01;02	Registration	2/11/2003	78213393	2/8/2005	2925865
NITROBOOST	United States Of America	01	Registration	6/20/2006	78912040	3/13/2007	3218092
NITROGUARD	United States Of America	04	Registration	2/16/1984	73466044	1/1/1985	1311924
TRIS AMINO	United States Of America	01	Registration	6/7/1961	72121542	4/3/1962	0729324
ZOLDINE	United States Of America	01	Registration	7/12/1974	73026633	11/25/1975	1025533
ZOLDINE	United States Of America	01	Registration	6/22/2005	78655786	5/1/2007	3238231

TRADEMARK

REEL: 005451 FRAME: 0534

RECORDED: 02/03/2015