

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345916

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rogers Corporation		06/18/2015	CORPORATION: MASSACHUSETTS

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	IL1-1145/54/63 ,P.O. Box 6026
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60680-6026
<b>Entity Type:</b>	Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4739340	CONDUX PLUS
Registration Number:	4517415	DURA-SHAPE
Registration Number:	2299338	MF1
Registration Number:	1841282	PROTOLIGHT
Registration Number:	4601761	RO-LINX POWERCIRCUIT
Registration Number:	4165254	SHOCK SEAL
Registration Number:	3763921	SYRON
Registration Number:	1888485	T-CELL
Registration Number:	4184024	THINSTIK
Registration Number:	4376440	VIVE
Registration Number:	3819003	XRD
Registration Number:	3945259	XRD
Registration Number:	1603752	F-CELL
Registration Number:	3731838	RO-LINX
Serial Number:	86441308	AQUAPRO
Serial Number:	86009112	BREEZEL
Serial Number:	86621315	HELPING POWER, PROTECT, CONNECT OUR WORL
Serial Number:	86164823	RO1000
Serial Number:	85797818	SILFX

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85860567	SILFX
Serial Number:	85654335	SLIMGRIP
Serial Number:	86056350	SYRON
Serial Number:	86322220	XRD

**CORRESPONDENCE DATA**

**Fax Number:** 3129939767

*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:** 312-993-2622

**Email:** gayle.grocke@lw.com

**Correspondent Name:** Gayle D. Grocke c/o Latham & Watkins LLP

**Address Line 1:** 330 N. Wabash Avenue

**Address Line 2:** Suite 2800

**Address Line 4:** Chicago, ILLINOIS 60611

<b>ATTORNEY DOCKET NUMBER:</b>	049067-0062
<b>NAME OF SUBMITTER:</b>	Gayle D. Grocke
<b>SIGNATURE:</b>	/gdg/
<b>DATE SIGNED:</b>	06/26/2015

**Total Attachments: 5**

- source=JPM-Rogers - A&R Confirm. Grant of Sec. Interest in US Trademarks (Rogers) [Executed]#page1.tif
- source=JPM-Rogers - A&R Confirm. Grant of Sec. Interest in US Trademarks (Rogers) [Executed]#page2.tif
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**AMENDED AND RESTATED  
CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS AMENDED AND RESTATED CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Confirmatory Grant”) is made effective as of June 18, 2015 by and from ROGERS CORPORATION, a Massachusetts corporation (“Grantor”) to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, “Grantee”).

WHEREAS, Grantor, the Lenders, Grantee and certain other parties have entered into a Second Amended and Restated Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, certain Subsidiaries of Grantor have guaranteed the repayment of the Secured Obligations pursuant to a Second Amended and Restated Guaranty dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, Grantor and certain Subsidiaries of Grantor have entered into a Second Amended and Restated Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, Grantor previously entered into (i) a Confirmatory Grant of Security Interest in United States Trademarks, dated as of November 23, 2010, and (ii) a Confirmatory Grant of Security Interest in United States Trademarks dated as of July 13, 2011 (collectively, the “Existing Confirmatory Grants”), and wishes to amend, restate, supersede and replace the terms of the Existing Confirmatory Grants in their entirety by the terms and provisions of this Confirmatory Grant.

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the “Trademarks”), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Credit Agreement. Upon the payment in full of all Secured Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Affirmation of Existing Security Interest. Grantor affirms its grants to Grantee of security interest in certain trademarks pursuant to the Existing Confirmatory Grants and agrees that such grants remain in full force and effect and are hereby ratified, reaffirmed and confirmed.

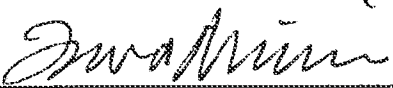
4) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

ROGERS CORPORATION

By:   
Name: David Mathieson  
Title: Vice President and Chief Financial Officer

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

**Exhibit A – SCHEDULE OF TRADEMARKS**

<b>Mark</b>	<b>Application Date</b>	<b>Registration No./ Serial No.</b>	<b>Registration Date</b>
AQUAPRO	10/31/2014	86441308	
BREEZEL	7/12/2013	86009112	
CONDUX PLUS	9/30/2011	4739340	5/19/2015
DURA-SHAPE	8/1/2013	4517415	4/22/2014
F-CELL	4/7/1989	1603752	6/26/1990
HELPING POWER, PROTECT, CONNECT OUR WORLD	5/6/2015	86621315	
MF1	12/17/1997	2299338	12/14/1999
PROTOLIGHT	7/22/1992	1841282	6/21/1994
RO1000	1/14/2014	86164823	
RO-LINX	6/14/2007	3731838	12/29/2009
RO-LINX POWERCIRCUIT	3/4/2011	4601761	9/9/2014
SHOCK SEAL	10/7/2010	4165254	6/26/2012
SILFX	12/7/2012	85797818	
SILFX (Stylized) AND DESIGN	2/26/2013	85860567	

<b>Mark</b>	<b>Application Date</b>	<b>Registration No./ Serial No.</b>	<b>Registration Date</b>
SLIMGRIP	6/18/2012	85654335	
SYRON	2/28/2008	3763921	3/23/2010
SYRON	9/5/2013	86056350	
T-CELL	2/25/1994	1888485	4/11/1995
THINSTIK	2/25/2011	4184024	7/31/2012
VIVE	12/26/2012	4376440	7/30/2013
XRD	7/2/2008	3819003	7/13/2010
XRD	6/27/2014	86322220	
XRD (Stylized)	9/9/2009	3945259	4/12/2011