

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arlon LLC		06/18/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3965228	ARLON	
Registration Number:	3961197	ARLON	
Registration Number:	3965229	ARLON	
Registration Number:	3961196	ARLON	
Registration Number:	4184401	BRIDGE	
Registration Number:	778004	CUCLAD	
Registration Number:	676169	DICLAD	
Registration Number:	2414138	DICLAD	
Registration Number:	3705110	FOAMCLAD	
Registration Number:	3806254	INSILTHIN	
Registration Number:	1729344	ISOCLAD	
Registration Number:	711155	LEVELWRAP	
Registration Number:	4184402	MATE	
Registration Number:	685819	MOX-TAPE	
Registration Number:	4160711	PROTECT	
Registration Number:	4160701	SECURE	
Registration Number:	3806526	SILQUENCH	
Registration Number:	1526331	THERMABOND	
Registration Number:	1417454	THERMAPAD	
TRADEMARK			

CH \$540.00 3965228

Property Type	Number	Word Mark
Registration Number:	3806640	THERMAVAC XRT
Registration Number:	3806444	ULTRAPAD

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

ATTORNEY DOCKET NUMBER: 049067-0062

NAME OF SUBMITTER: Gayle D. Grocke

SIGNATURE: /gdg/

DATE SIGNED: 06/26/2015

Total Attachments: 5

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

THIS 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 ARLON LLC, a Delaware limited liability company (“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, Rogers Corporation (the “Borrower”), 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, Grantor and certain other Subsidiaries of the Borrower 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, the Borrower, Grantor and certain other Subsidiaries of the Borrower 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 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.

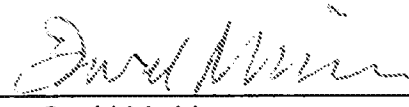
(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such 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) 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.

4) 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.

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

ARLON LLC

By: 
Name: David Mathieson
Title: Vice President

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES
TRADEMARKS

Exhibit A

US Trademarks – Arlon LLC

Mark	Application Date	Registration No.	Registration Date	Owner	Country
ARLON (Class 17)		3,965,228		ARLON LLC	United States of America
ARLON (Classes 1 & 17)		3,961,197		ARLON LLC	United States of America
ARLON (Classes 1, 6 & 17)		3,965,229		ARLON LLC	United States of America
ARLON (Classes 16, 17 & 42)		3,961,196		ARLON LLC	United States of America
BRIDGE		4,184,401		ARLON LLC	United States of America
Cuclad		778,004		ARLON LLC	United States of America
Diclad		676,169		ARLON LLC	United States of America
Diclad		2,414,138		ARLON LLC	United States of America
Foamclad		3,705,110		ARLON LLC	United States of America
INSILTHIN		3,806,254		ARLON LLC	United States of America
Isoclad		1,729,344		ARLON LLC	United States of America
Levelwrap		711,155		ARLON LLC	United States of America

MATE		4,184,402		ARLON LLC	United States of America
MOX-TAPE		685,819		ARLON LLC	United States of America
PROTECT		4,160,711		ARLON LLC	United States of America
SECURE		4,160,701		ARLON LLC	United States of America
SILQUENCH		3,806,526		ARLON LLC	United States of America
Thermabond		1,526,331		ARLON LLC	United States of America
Thermapad		1,417,454		ARLON LLC	United States of America
THERMAVAC XRT		3,806,640		ARLON LLC	United States of America
ULTRAPAD		3,806,444		ARLON LLC	United States of America