

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375759

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| VERIFI LLC | | 02/03/2016 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | DEUTSHE BANK AG NEW YORK BRANCH, AS COLLATERAL AGENT | | |
| Street Address: | 60 WALL STREET | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10005 | | |
| Entity Type: | BANK: GERMANY | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3661671 | VERIFI | |
| Registration Number: | 3700205 | VERIFI | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129939767 | | |
| <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: | 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: | 049646-0285 | | |
| NAME OF SUBMITTER: | Gayle D. Grocke | | |
| SIGNATURE: | /gdg/ | | |
| DATE SIGNED: | 03/07/2016 | | |
| Total Attachments: 9 | | | |
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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This Trademark Security Agreement, dated as of February 3, 2016, by and between DE NEEF CONSTRUCTION CHEMICALS (US) INC., a corporation formed under the laws of Texas, VERIFI LLC, a limited liability company formed under the laws of Delaware, and GCP APPLIED TECHNOLOGIES INC., a corporation formed under the laws of Delaware (collectively, the “Grantors”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of February 3, 2016 (in such capacity together with its successors and assigns, the “Grantee”).

W I T N E S S E T H:

Whereas, the Grantors are party to a Security Agreement dated as of February 3, 2016 (as amended, modified or supplemented, the “Security Agreement”) in favor of the Grantee pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantors hereby pledge and grant to the Grantee for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under all the Trademarks owned by such Grantors including, without limitation, those registered or applied for Trademarks listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing; provided that with respect to any United States Trademark, applications in the United States Patent and Trademark Office on the basis of any Grantor’s “intent to use” such Trademarks will not be deemed to be Collateral unless and until a “Statement of Use” or “Amendment to Allege Use” has been filed with the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantors hereby acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademarks made and 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. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Trademark Security Agreement is deemed to conflict with or is otherwise inconsistent with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. Termination. Upon termination of the Security Agreement, the security interest granted pursuant to this Trademark Security Agreement shall be automatically released and the Grantee shall, at the reasonable request of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in all the Trademarks owned by the Grantors, including, without limitation, those registered or applied for Trademarks listed on Schedule I attached hereto. Upon (i) the sale or other transfer by the Grantors of any Collateral constituting Trademarks (other than to another Grantor) that is permitted under the Credit Agreement or (ii) the Grantors being released from its obligations under the Security Agreement, in each case, the security interest granted pursuant to this Trademark Security Agreement shall be automatically released in accordance with (and subject to) Section 8.13 of the Security Agreement.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

[signature page follows]

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

Very truly yours,

DE NEEF CONSTRUCTION CHEMICALS (US)
INC., as a Grantor

By: Mark A. Shelnitz
Name: Mark A. Shelnitz
Title: Vice President and Assistant Secretary

GCP APPLIED TECHNOLOGIES INC.,
as a Grantor

By: Mark A. Shelnitz
Name: Mark A. Shelnitz
Title: Vice President and Secretary

VERIFI LLC, as a Grantor

By: _____
Name: Alexander Nielsen
Title: Vice President and Secretary

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as the Collateral Agent and the Grantee

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005746 FRAME: 0741

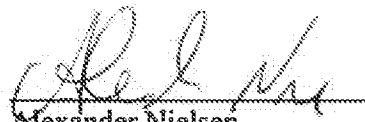
IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DE NEEF CONSTRUCTION CHEMICALS (US)
INC.
GCP APPLIED TECHNOLOGIES INC.,
Each as a Grantor

By: _____
Name: Mark A. Shelnitz
Title: Vice President and Assistant Secretary

VERIFI LLC, as a Grantor

By: 
Name: Alexander Nielsen
Title: Vice President and Secretary

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as the Collateral Agent and the Grantee

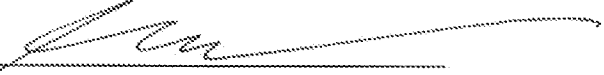
By: _____
Name:
Title:

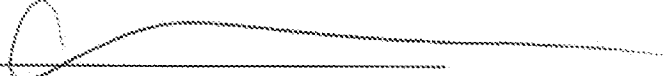
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005746 FRAME: 0742

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as the Collateral Agent and the Grantee

By: 
Name: Jackson Merchant
Title: Managing Director

By: 
Name: Alexandra Garlin
Title: Managing Director

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

| MARK | COUNTRY | APPL. NO. | FILING DATE | REG. NO. | REG. DATE | OWNER |
|---------------------------------|--------------------------|-----------|-------------|----------|-----------|-------------------------------|
| ADCOR | United States of America | 77/374290 | 1/17/08 | 3599772 | 3/31/09 | GCP Applied Technologies Inc. |
| ADVA | United States of America | 75/091327 | 4/19/96 | 2155417 | 5/5/98 | GCP Applied Technologies Inc. |
| ADVA (logo) | United States of America | 75/353500 | 9/8/97 | 2294958 | 11/30/99 | GCP Applied Technologies Inc. |
| AIRALON | United States of America | 71/569966 | 12/1/48 | 542270 | 5/15/51 | GCP Applied Technologies Inc. |
| APPERTA | United States of America | 77/046410 | 11/17/06 | 3353072 | 12/11/07 | GCP Applied Technologies Inc. |
| BASIK | United States of America | 77/042301 | 11/13/06 | 3243470 | 5/22/07 | GCP Applied Technologies Inc. |
| BITUTHENE | United States of America | 73/680648 | 8/1/87 | 1517706 | 12/27/88 | GCP Applied Technologies Inc. |
| BITUTHENE | United States of America | 73/576622 | 1/1/86 | 1404958 | 8/12/86 | GCP Applied Technologies Inc. |
| BITUTHENE | United States of America | 72/302072 | 7/5/68 | 868344 | 4/22/69 | GCP Applied Technologies Inc. |
| CBA | United States of America | 74/734272 | 9/25/95 | 2065821 | 5/27/97 | GCP Applied Technologies Inc. |
| CELOX | United States of America | 85/333603 | 5/31/11 | 4169158 | 7/3/12 | GCP Applied Technologies Inc. |
| CIPER | United States of America | 77/210521 | 6/20/07 | 3752703 | 2/23/10 | GCP Applied Technologies Inc. |
| CLARENA | United States of America | 85/514680 | 1/12/12 | 4314289 | 4/2/13 | GCP Applied Technologies Inc. |
| CUSTOM AGGREGATE SOLUTIONS LOGO | United States of America | 85/051728 | 6/1/10 | 3949287 | 4/19/11 | GCP Applied Technologies Inc. |
| DARACCEL | United States of America | 430412 | 6/1/83 | 1281158 | 6/1/84 | GCP Applied Technologies Inc. |
| DARACEM | United States of America | 73/579921 | 1/1/86 | 1407246 | 9/2/86 | GCP Applied Technologies Inc. |
| DARAFILL | United States of America | 74/357563 | 2/10/93 | 1829110 | 4/5/94 | GCP Applied Technologies Inc. |
| DARAFORM | United States of America | 74/324398 | 10/22/92 | 1825693 | 3/8/94 | GCP Applied Technologies Inc. |
| DARASEAL | United States of America | 524793 | 3/1/85 | 1358709 | 9/10/85 | GCP Applied Technologies Inc. |
| DARASEAL | United States of America | 524797 | 3/1/85 | 1359213 | 9/10/85 | GCP Applied Technologies Inc. |
| DARASET | United States of America | 73/582532 | 2/1/86 | 1409076 | 9/16/86 | GCP Applied Technologies Inc. |
| DARATARD | United States of America | 72/130205 | 10/1/61 | 743973 | 1/1/63 | GCP Applied Technologies Inc. |
| DARAVAIR | United States of America | 72/130204 | 10/1/61 | 743972 | 1/1/63 | GCP Applied Technologies Inc. |
| DARAWELD | United States of America | 699903 | 12/1/55 | 632477 | 8/1/56 | GCP Applied Technologies Inc. |
| DAREX | United States of America | 71/486939 | 8/9/45 | 421159 | 5/21/56 | GCP Applied Technologies Inc. |
| DAREX (Stylized) | United States of America | 71469748 | 4/28/44 | 409573 | 10/10/44 | GCP Applied Technologies Inc. |
| DAREX AEA | United States of America | 621310 | 11/1/51 | 570646 | 2/1/53 | GCP Applied Technologies Inc. |

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|-----------------------|--------------------------|-----------|----------|---------|----------|--------------------------------------|
| DCI | United States of America | 73/602596 | 6/1/86 | 1424487 | 1/13/87 | GCP Applied Technologies Inc. |
| DECK IT RIGHT logo | United States of America | 78/402895 | 4/16/04 | 2996075 | 9/13/05 | GCP Applied Technologies Inc. |
| dn de neef (design) | United States of America | 75/558939 | 9/25/98 | 2313674 | 2/1/00 | De Neef Construction Chemicals, Inc. |
| DRY-BLOCK | United States of America | 412353 | 2/1/83 | 1369653 | 11/12/85 | GCP Applied Technologies Inc. |
| ECLIPSE | United States of America | 75/040740 | 1/5/96 | 2112829 | 11/11/97 | GCP Applied Technologies Inc. |
| ESE | United States of America | 78/208392 | 1/29/03 | 2880386 | 8/31/04 | GCP Applied Technologies Inc. |
| FLASH IT RIGHT (LOGO) | United States of America | 78/402919 | 4/16/04 | 3018698 | 11/22/05 | GCP Applied Technologies Inc. |
| FLORPRUFE | United States of America | 78/107582 | 2/8/02 | 2748871 | 8/5/03 | GCP Applied Technologies Inc. |
| FORCE 10,000 | United States of America | 73/578021 | 1/1/86 | 1428911 | 2/17/87 | GCP Applied Technologies Inc. |
| GK 45 | United States of America | 218290 | 5/1/65 | 799014 | 11/23/65 | GCP Applied Technologies Inc. |
| HEA2 | United States of America | 72/263177 | 1/1/67 | 853023 | 7/1/68 | GCP Applied Technologies Inc. |
| HY | United States of America | 75/430879 | 2/9/98 | 2244510 | 5/11/99 | GCP Applied Technologies Inc. |
| HY (design) | United States of America | 75/430878 | 2/9/98 | 2249257 | 6/1/99 | GCP Applied Technologies Inc. |
| HYDRO ACTIVE | United States of America | 75/554258 | 9/16/98 | 2323420 | 2/29/00 | De Neef Construction Chemicals, Inc. |
| HYDRODUCT | United States of America | 733854 | 6/1/88 | 1558026 | 9/1/89 | GCP Applied Technologies Inc. |
| HYDROPHOBE | United States of America | 72/342041 | 10/29/69 | 897650 | 9/1/70 | GCP Applied Technologies Inc. |
| ICE & WATER SHIELD | United States of America | 74/064611 | 6/1/90 | 1669464 | 12/24/91 | GCP Applied Technologies Inc. |
| INJECTO | United States of America | 78/689369 | 8/10/05 | 3120503 | 7/25/06 | De Neef Construction Chemicals, Inc. |
| KWIK-KLEEN | United States of America | 74/151963 | 3/27/91 | 1669979 | 12/31/91 | GCP Applied Technologies Inc. |
| LGA | United States of America | 78/225152 | 3/13/03 | 2902419 | 11/9/04 | GCP Applied Technologies Inc. |
| MC 300 | United States of America | 78/292244 | 8/26/03 | 2877592 | 8/24/04 | De Neef Construction Chemicals, Inc. |
| MICROFINE | United States of America | 78/292250 | 8/26/03 | 2899746 | 11/2/04 | De Neef Construction Chemicals, Inc. |
| MIRA | United States of America | 75/620102 | 1/13/99 | 2444938 | 4/17/01 | GCP Applied Technologies Inc. |
| MIRA & Design | United States of America | 76/099141 | 7/28/00 | 2465818 | 7/3/01 | GCP Applied Technologies Inc. |
| MK | United States of America | 74/070131 | 6/18/90 | 1690183 | 6/2/92 | GCP Applied Technologies Inc. |
| MK | United States of America | 72465229 | 8/9/73 | 1021284 | 9/23/75 | GCP Applied Technologies Inc. |
| MK-6 | United States of America | 74/070133 | 6/18/90 | 1690184 | 6/2/92 | GCP Applied Technologies Inc. |
| MONOKOTE | United States of America | 73/610856 | 7/1/86 | 1468327 | 12/8/87 | GCP Applied Technologies Inc. |
| MONOKOTE | United States of America | 85/650711 | 6/13/12 | 4288605 | 2/12/13 | GCP Applied Technologies Inc. |
| MORSET | United States of America | 684067 | 9/14/87 | 1485806 | 4/26/88 | GCP Applied Technologies Inc. |
| MTDA | United States of America | 72/049927 | 4/18/58 | 681651 | 7/14/59 | GCP Applied Technologies Inc. |
| OPTEC | United States of America | 78/320237 | 10/29/03 | 2982029 | 8/2/05 | GCP Applied Technologies Inc. |
| PERM-A-BARRIER | United States of America | 77/840134 | 10/2/09 | 3929544 | 3/8/11 | GCP Applied Technologies Inc. |

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|-----------------------|--------------------------|-----------|----------|---------|----------|--------------------------------------|
| PERM-A-BARRIER | United States of America | 73/646272 | 2/1/87 | 1484256 | 4/12/88 | GCP Applied Technologies Inc. |
| PIERI LOGO (vertical) | United States of America | 78/397911 | 4/7/04 | 3139908 | 9/5/06 | GCP Applied Technologies Inc. |
| POLARSET | United States of America | 74/153008 | 4/1/91 | 1795502 | 9/28/93 | GCP Applied Technologies Inc. |
| PREPRUFE | United States of America | 75/058258 | 2/15/96 | 2122217 | 12/16/97 | GCP Applied Technologies Inc. |
| PREPRUFE SCS | United States of America | 77/479021 | 5/20/08 | 3709693 | 11/10/09 | GCP Applied Technologies Inc. |
| PROCOR | United States of America | 75/135769 | 7/18/96 | 2181173 | 8/11/98 | GCP Applied Technologies Inc. |
| QUANTEC | United States of America | 75/828224 | 10/22/99 | 2458555 | 6/5/01 | GCP Applied Technologies Inc. |
| RASIR | United States of America | 77/053658 | 11/30/06 | 3366464 | 1/8/08 | GCP Applied Technologies Inc. |
| RDA | United States of America | 130202 | 10/1/61 | 743622 | 1/1/63 | GCP Applied Technologies Inc. |
| RECOVER | United States of America | 73/765038 | 11/1/88 | 1559463 | 10/11/89 | GCP Applied Technologies Inc. |
| RECOVER LOGO | United States of America | 73/800250 | 5/15/89 | 1572719 | 12/26/89 | GCP Applied Technologies Inc. |
| RETRO-GUARD | United States of America | 73/760041 | 10/1/88 | 1545394 | 6/27/89 | GCP Applied Technologies Inc. |
| RIPCORD | United States of America | 78/147299 | 7/25/02 | 2865665 | 7/20/04 | GCP Applied Technologies Inc. |
| ROOF IT RIGHT (logo) | United States of America | 78/402885 | 4/16/04 | 2947952 | 5/10/05 | GCP Applied Technologies Inc. |
| SODASORB | United States of America | 86076957 | 9/27/13 | 4777900 | 7/21/15 | GCP Applied Technologies Inc. |
| SODASORB | United States of America | 71/281082 | 3/21/29 | 258511 | 7/9/29 | GCP Applied Technologies Inc. |
| SPATTERKOTE | United States of America | 74/129436 | 1/1/91 | 1713682 | 9/8/92 | GCP Applied Technologies Inc. |
| STRUX | United States of America | 78/043928 | 1/19/01 | 2698735 | 3/18/03 | GCP Applied Technologies Inc. |
| SWELLSEAL | United States of America | 76/030706 | 4/20/00 | 2465515 | 7/3/01 | De Neef Construction Chemicals, Inc. |
| TDA | United States of America | 346857 | 2/1/34 | 314204 | 6/19/34 | GCP Applied Technologies Inc. |
| TERAPAVE | United States of America | 75/895017 | 1/11/00 | 2724725 | 6/10/03 | GCP Applied Technologies Inc. |
| TOP-CAST | United States of America | 78/837804 | 3/15/06 | 3260463 | 7/10/07 | GCP Applied Technologies Inc. |
| TRI-FLEX | United States of America | 78/710809 | 9/12/05 | 3473741 | 7/22/08 | GCP Applied Technologies Inc. |
| TRYSTA | United States of America | 75/773976 | 8/12/99 | 2704960 | 4/8/03 | GCP Applied Technologies Inc. |
| TYTRO | United States of America | 78/837460 | 3/15/06 | 3589114 | 3/10/09 | GCP Applied Technologies Inc. |
| TYTRON | United States of America | 75/180549 | 10/11/96 | 2203172 | 11/10/98 | GCP Applied Technologies Inc. |
| TYTRONIX | United States of America | 75/600669 | 12/1/98 | 2574093 | 5/28/02 | GCP Applied Technologies Inc. |
| VERIFI | United States of America | 77/406265 | 2/26/08 | 3661671 | 7/28/09 | Verifi LLC |
| VERIFI LOGO | United States of America | 77/621361 | 11/25/08 | 3700205 | 10/20/09 | Verifi LLC |
| V-MAR | United States of America | 78/067391 | 6/5/01 | 2751339 | 8/12/03 | GCP Applied Technologies Inc. |
| VYCOR | United States of America | 77/042294 | 11/13/06 | 3416689 | 4/29/08 | GCP Applied Technologies Inc. |
| VYCOR DECK PROTECTOR | United States of America | 78/225152 | 3/13/03 | 2883234 | 9/7/04 | GCP Applied Technologies Inc. |
| VYCOR ENV | United States of America | 77/654478 | 1/22/09 | 3894501 | 12/21/10 | GCP Applied Technologies Inc. |

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| WRDA | United States of America | 72/045797 | 2/13/58 | 682035 | 7/21/59 | GCP Applied Technologies Inc. |
| ZYLA | United States of America | 78/446971 | 7/7/04 | 3061215 | 2/21/06 | GCP Applied Technologies Inc. |
| CO2ST | United States of America | 78/667456 | 7/11/05 | 3628807 | 5/26/09 | GCP Applied Technologies Inc. |
| CO2ST Reducers (design) | United States of America | 78/736190 | 10/19/05 | 3628839 | 5/26/09 | GCP Applied Technologies Inc. |
| EDGEGUARD | United States of America | 78/755103 | 11/16/05 | 3162363 | 10/24/06 | GCP Applied Technologies Inc. |
| house logotype | United States of America | 78/402892 | 4/16/04 | 3026963 | 12/13/05 | GCP Applied Technologies Inc. |
| RDA | United States of America | 381608 | 7/1/36 | 341496 | 12/8/36 | GCP Applied Technologies Inc. |
| TRACTION XT | United States of America | 77/095614 | 1/31/07 | 3587712 | 3/10/09 | GCP Applied Technologies Inc. |
| TRI-FLEX XTREME | United States of America | 76/620399 | 11/12/04 | 3610727 | 4/28/09 | GCP Applied Technologies Inc. |