TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384141

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ingevity Corporation		05/09/2016	Corporation: DELAWARE
Ingevity South Carolina, LLC		05/09/2016	Limited Liability Company: DELAWARE
Invia Pavement Technologies, LLC		05/09/2016	Limited Liability Company: OKLAHOMA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A., as Administrative Agent
Street Address:	1525 W. W.T. Harris Blvd.
Internal Address:	MAC D1109-019
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Registration Number:	4154999	LYNX
Registration Number:	4203305	AXYS
Registration Number:	4221924	ONYX
Registration Number:	4526680	EVOFLEX
Registration Number:	4692833	TEGRA
Registration Number:	0648055	PAMAK
Registration Number:	0832800	REAX
Registration Number:	0833162	AQUA NUCHAR
Registration Number:	0836484	TALLEX
Registration Number:	0837386	REAX
Registration Number:	0989422	JONREZ
Registration Number:	1223048	STAFOR
Registration Number:	1239870	PAVE
Registration Number:	1242459	PAVE BOND
Registration Number:	1534304	RALUMAC

OP $1440.00 4154999

Property Type	Number	Word Mark
Registration Number:	1668146	NUCHAR
Registration Number:	1711009	TENAX
Registration Number:	1824019	INDULIN
Registration Number:	1952829	KRAFTSPERSE
Registration Number:	2042774	MORLIFE
Registration Number:	2253402	KRAFTPLEX
Registration Number:	2700267	HYACT
Registration Number:	2781336	AQUAGUARD
Registration Number:	2852507	LIQRENE
Registration Number:	3116235	INDULIN
Registration Number:	3126867	POLYFON
Registration Number:	3129664	LIQRO
Registration Number:	3218685	REAX
Registration Number:	3320603	EVOTHERM
Registration Number:	3339492	PERAL
Registration Number:	3630234	ULTRA PLAS
Registration Number:	3633147	EVOTHERM
Registration Number:	3701406	WESTREZ
Registration Number:	3930853	PAMAK
Registration Number:	4388256	KRAFTSPERSE
Registration Number:	4526448	ENVADYM
Registration Number:	4572786	ENVACO
Registration Number:	4637241	ENVAMUL
Registration Number:	4765752	ENVAWET
Registration Number:	4765753	ENVAMOD
Serial Number:	86678849	ALTAPYNE
Serial Number:	86730741	ALTAPUR
Serial Number:	86730746	ALTATAC
Serial Number:	86730749	ALTALUB
Serial Number:	86730794	ALTATERRA
Serial Number:	86731009	ENVASCALE
Serial Number:	86731018	ENVASHALE
Serial Number:	86731024	ALTAMUL
Serial Number:	86731028	WESTRACK
Serial Number:	86748312	INGEVITY
Serial Number:	86748323	INGEVITY
Serial Number:	86748336	INGEVITY
Serial Number:	86748345	INGEVITY

Property Type	Number	Word Mark
Serial Number:	86827644	INGEVITY
Serial Number:	86868032	ENVABREAK
Serial Number:	86868040	ALTASTICK
Registration Number:	4637203	ENVACOR

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 Street

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/
DATE SIGNED:	05/12/2016

Total Attachments: 11

source=11 Trademark Security Agreement#page1.tif
source=11 Trademark Security Agreement#page2.tif
source=11 Trademark Security Agreement#page3.tif
source=11 Trademark Security Agreement#page4.tif
source=11 Trademark Security Agreement#page5.tif
source=11 Trademark Security Agreement#page6.tif
source=11 Trademark Security Agreement#page7.tif
source=11 Trademark Security Agreement#page8.tif
source=11 Trademark Security Agreement#page9.tif
source=11 Trademark Security Agreement#page10.tif
source=11 Trademark Security Agreement#page11.tif

TRADEMARK SECURITY AGREEMENT, dated as of May 9, 2016, among INGEVITY CORPORATION (the "U.S. Borrower"), the Subsidiaries listed on Schedule I hereto and WELLS FARGO BANK, N.A., as Administrative Agent (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of May 9, 2016 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the U.S. Borrower, the Subsidiary Parties party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement dated as of March 7, 2016 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors (other than the U.S. Borrower) are Affiliates of the U.S. Borrower, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined herein shall have the meaning assigned thereto in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof, and all registration and applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those United States registrations and applications listed on Schedule II (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody the Trademarks; provided that any Trademark application filed in the United States Patent and Trademark Office on the basis of any Grantor's "intent-to-use" such Trademark, will not be deemed to be Trademark Collateral unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, *et seq.*), if, to the extent, and for so long as, granting a security interest or other lien in such Trademark application prior to such filing could reasonably be expected to adversely affect the enforceability or validity of such Trademark application.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in connection with, and not in limitation of, the security interests granted to

the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

TRADEMARK
REEL: 005792 FRAME: 0568

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INGEVITY CORPORATION

By: _____

Name: John C. Fortson

Title: Executive Vice President, Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement]

INGEVITY SOUTH CAROLINA, LLC

By: _____

Name: WARD H DICKSON
Title: EVP CFO

RCM

[Signature Page to Trademark Security Agreement]

INVIA PAVEMENT TECHNOLOGIES, LLC

By: _____

Name: WARD H. DICKSON
Title: EVP CFO

RCM

[Signature Page to Trademark Security Agreement]

WELLS FARGO BANK, N.A.,
as Administrative Agent

By: _____
Name: Ashley Walsh
Title: Director

[Signature Page to Trademark Security Agreement]

SCHEDULE I

Subsidiary Parties
Ingevity South Carolina, LLC
Invia Pavement Technologies, LLC

SCHEDULE II

I. Trademarks

Owner	Mark	Registration Number
Invia Pavement Technologies, LLC	LYNX	4154999
Invia Pavement Technologies, LLC	AXYS	4203305
Invia Pavement Technologies, LLC	ONYX	4221924
Invia Pavement Technologies, LLC	EVOFLEX	4526680
Invia Pavement Technologies, LLC	TEGRA	4692833
Ingevity South Carolina, LLC	PAMAK and Design	648055
Ingevity South Carolina, LLC	REAX	832800
Ingevity South Carolina, LLC	AQUA NUCHAR	833162
Ingevity South Carolina, LLC	TALLEX	836484
Ingevity South Carolina, LLC	REAX	837386
Ingevity South Carolina, LLC	JONREZ	989422
Ingevity South Carolina, LLC	STAFOR	1223048
Ingevity South Carolina, LLC	PAVE	1239870
Ingevity South Carolina, LLC	PAVE BOND	1242459
Ingevity South Carolina, LLC	RALUMAC	1534304
Ingevity South Carolina, LLC	NUCHAR	1668146
Ingevity South Carolina, LLC	TENAX	1711009
Ingevity South Carolina, LLC	INDULIN	1824019
Ingevity South Carolina, LLC	KRAFTSPERSE	1952829
Ingevity South Carolina, LLC	MORLIFE	2042774
Ingevity South Carolina, LLC	KRAFTPLEX	2253402
Ingevity South Carolina, LLC	HYACT	2700267
Ingevity South Carolina, LLC	AQUAGUARD	2781336
Ingevity South Carolina, LLC	LIQRENE	2852507
Ingevity South Carolina, LLC	INDULIN	3116235
Ingevity South Carolina, LLC	POLYFON	3126867
Ingevity South Carolina, LLC	LIQRO	3129664

Ingevity South Carolina, LLC	REAX and Design	3218685
Ingevity South Carolina, LLC	EVOTHERM	3320603
Ingevity South Carolina, LLC	PERAL	3339492
Ingevity South Carolina, LLC	ULTRA PLAS	3630234
Ingevity South Carolina, LLC	EVOTHERM	3633147
Ingevity South Carolina, LLC	WESTREZ	3701406
Ingevity South Carolina, LLC	PAMAK	3930853
Ingevity South Carolina, LLC	KRAFTSPERSE	4388256
Ingevity South Carolina, LLC	ENVADYM	4526448
Ingevity South Carolina, LLC	ENVACO	4572786
Ingevity South Carolina, LLC	ENVACOR	4637203
Ingevity South Carolina, LLC	ENVAMUL	4637241
Ingevity South Carolina, LLC	ENVAWET	4765752
Ingevity South Carolina, LLC	ENVAMOD	4765753

II. Trademark Applications

Owner	Mark	Application Number
Ingevity South Carolina, LLC	ALTAPYNE	86678849
Ingevity South Carolina, LLC	ALTAPUR	86730741
Ingevity South Carolina, LLC	ALTATAC	86730746
Ingevity South Carolina, LLC	ALTALUB	86730749
Ingevity South Carolina, LLC	ALTATERRA	86730794
Ingevity South Carolina, LLC	ENVASCALE	86731009
Ingevity South Carolina, LLC	ENVASHALE	86731018
Ingevity South Carolina, LLC	ALTAMUL	86731024
Ingevity South Carolina, LLC	WESTRACK	86731028
Ingevity South Carolina, LLC	INGEVITY & Design	86748312
Ingevity South Carolina, LLC	INGEVITY & Design	86748323
Ingevity South Carolina, LLC	INGEVITY & Design	86748336
Ingevity South Carolina, LLC	INGEVITY & Design	86748345
Ingevity South Carolina, LLC	INGEVITY	86827644
Ingevity South Carolina, LLC	ENVABREAK	86868032

Ingevity South Carolina, LLC	ALTASTICK	86868040