

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVANTOR PERFORMANCE MATERIALS, INC.		06/21/2016	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Credit Suisse, AG, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Banking Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 63			
Property Type	Number	Word Mark	
Registration Number:	2582274	ALEG	
Registration Number:	0594056	A.R.	
Registration Number:	1410989	AR SELECT	
Registration Number:	4179986	AVANTOR	
Registration Number:	4176449	AVANTOR	
Registration Number:	4180008	AVANTOR PERFORMANCE MATERIALS	
Registration Number:	2421101	BAKER ALEG	
Registration Number:	0934770	BAKER ANALYZED	
Registration Number:	2731516	BAKER BIO-ANALYZED	
Registration Number:	0919213	BAKER INSTRA-ANALYZED	
Registration Number:	1022985	BAKER INSTRA-ANALYZED	
Registration Number:	2677673	BAKER PRS	
Registration Number:	1477263	BAKER PRS-1000	
Registration Number:	2441492	BAKER REZI	
Registration Number:	2290002	BAKERBOND	
Registration Number:	2081981	BAKERCLEAN	
Registration Number:	2731515	BAKERDRY	
Registration Number:	2042671	BAKERFACTS	
Registration Number:	3970789	BAKER-FLEX	
TRADEMARK			

CH \$1590.00 2582274

Property Type	Number	Word Mark
Registration Number:	0788032	BUFFAR
Registration Number:	1231558	CALTAC
Registration Number:	2368307	CHEMCHOICE
Registration Number:	3076715	CHEMCHOICE
Registration Number:	2293528	CHEM-CLEAR
Registration Number:	0830044	CHROMAR
Registration Number:	2569428	CIRCLE OF SAFETY
Registration Number:	2524894	CIRCLE OF SAFETY
Registration Number:	2830234	CLK
Registration Number:	2838848	CLK
Registration Number:	1851239	CYCLE-TAINER
Registration Number:	0893101	DILUT-IT
Registration Number:	1962223	DISKMATE
Registration Number:	0897637	DUAL-TINT
Registration Number:	1749162	FINYTE
Registration Number:	1258074	GENAR
Registration Number:	0821837	GRANUSIC
Registration Number:	1719733	HYDRA-POINT
Registration Number:	0929398	J. T. BAKER
Registration Number:	4451814	MACRON FINE CHEMICALS
Registration Number:	4373080	MACRON FINE CHEMICALS
Registration Number:	4373081	MACRON FINE CHEMICALS
Registration Number:	3632451	PANEXCEA
Registration Number:	0500027	PARLODION
Registration Number:	0129685	PARLODION
Registration Number:	1048775	PHOTREX
Registration Number:	2573149	REZI
Registration Number:	0851916	SAFEMOR
Registration Number:	1045185	SOLUSORB
Registration Number:	2151995	SPEEDISK
Registration Number:	2453652	SPILL TAMER
Registration Number:	0836924	STAKMOR
Registration Number:	1280252	STANDARD
Registration Number:	1585210	ULTIMAR
Registration Number:	3784033	ULTRA LC/MS
Registration Number:	1876208	ULTRA RESI-ANALYZED
Registration Number:	0877636	ULTREX
Registration Number:	0963932	ULTREX

Property Type	Number	Word Mark
Registration Number:	1030415	ULTREX
Registration Number:	2373724	ULTRYTE
Registration Number:	0800133	NANOGRADE
Registration Number:	1045182	NEUTRACIT
Registration Number:	1045184	NEUTRASORB
Registration Number:	1045188	RESISORB

CORRESPONDENCE DATA

Fax Number: 2127352000
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: 2127352811
Email: mribando@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom
Address Line 1: Four Times Square
Address Line 2: Monique L. Ribando
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2332
NAME OF SUBMITTER:	Mohammed A. Alvi
SIGNATURE:	/Mohammed A. Alvi/
DATE SIGNED:	06/21/2016

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

TRADEMARK SECURITY AGREEMENT (SECOND LIEN) dated as of June 21, 2016 (this "**Agreement**"), between AVANTOR PERFORMANCE MATERIALS, INC., a New Jersey corporation located at 222 Red School Lane, Phillipsburg, NJ 08865 (the "**Company**"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH ("**CS**"), as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement (Second Lien) dated as of June 21, 2016 (as amended, supplemented or otherwise modified from time to time, the "**Second Lien Guarantee and Collateral Agreement**"), among the Initial Borrower, APM, Holdings, the Subsidiary Guarantors from time to time party thereto and the Collateral Agent and (b) the Credit Agreement (Second Lien) dated as of June 21, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "**Second Lien Credit Agreement**"), among the Initial Borrower, APM, Holdings, the Lenders party thereto and CS, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Second Lien Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor (other than the Initial Borrower) is an affiliate of the Initial Borrower, will derive substantial benefits from the extensions of credit to the Borrowers pursuant to the Second Lien Credit Agreement and is willing to execute and deliver the Second Lien Guarantee and Collateral Agreement, and the Company, as a Grantor, is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Pursuant to the Second Lien Guarantee and Collateral Agreement, the Company is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Second Lien Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Second Lien Guarantee and Collateral 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, the Company hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Company or in which the Company now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and pending applications filed in connection therewith, including registrations and pending applications in the United States Patent and

Trademark Office (or any successor 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 listed on Schedule I.

(b) all goodwill associated therewith or symbolized thereby ((a) and (b) collectively, the “**Trademarks**”); and

(c) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided that, in no event shall the Trademark Collateral include, and the Company shall not be deemed to have assigned, pledged or granted a security interest in, any of the Company’s right, title or interest in any Trademark applications filed in the United States Patent and Trademark Office on the basis of the Company’s “intent-to-use” such trademark, unless and until acceptable evidence of use of such Trademark has been filed with 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.), whereupon such Trademark application will be deemed automatically included in the Trademark Collateral, but solely to the extent that granting the security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or any registration issuing therefrom.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Company for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Company authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. Second Lien Guarantee and Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Second Lien Guarantee and Collateral Agreement. The Company hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second Lien Guarantee and Collateral 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 Second Lien Guarantee and Collateral Agreement, the terms of the Second Lien Guarantee and Collateral Agreement shall govern, and for the avoidance of doubt, the Trademark Collateral shall not include any Excluded Assets.

SECTION 5. Term. The term of this Agreement shall be co-terminus with the Second Lien Guarantee and Collateral Agreement as its term is set forth therein.

SECTION 6. 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 signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Further Assurances. The Company further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent's agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Trademark Collateral.

SECTION 7. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 8. INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT, IN ITS CAPACITY AS COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF JUNE 21, 2016 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BY AND BETWEEN, AMONG OTHERS, THE FIRST LIEN AGENT, THE COLLATERAL AGENT, IN ITS CAPACITIES AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT FOR THE SECOND LIEN CLAIMHOLDERS, AND CERTAIN OTHER PERSONS PARTY OR THAT MAY BECOME PARTY THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of this page intentionally left blank]

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

AVANTOR PERFORMANCE
MATERIALS, INC., as Grantor

By: _____

Name: Michael F. Rettig

Title: Executive Vice President,
General Counsel and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)]

TRADEMARK
REEL: 005817 FRAME: 0731

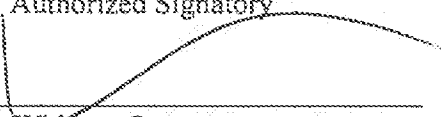
Acknowledged and Agreed by:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____ 

Name: Mikhail Faybusovich

Title: Authorized Signatory

By: _____ 

Name: Whitney Gaston

Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)]

**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT (SECOND LIEN)**

Trademark Registrations and Applications

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Record Owner	Status
United States	ALEG	76/336424	08-Nov-01	2582274	18-Jun-02	Avantor Performance Materials, Inc.	Registered
United States	A.R.	71/617469	03-Aug-51	0594056	24-Aug-54	Avantor Performance Materials, Inc.	Registered
United States	AR SELECT	73/550334	26-Jul-85	1410989	30-Sep-86	Avantor Performance Materials, Inc.	Registered
United States	AVANTOR	85/110708	18-Aug-10	4179986	24-Jul-2012	Avantor Performance Materials, Inc.	Registered
United States	AVANTOR	85/189149	02-Dec-10	4176449	17-Jul-2012	Avantor Performance Materials, Inc.	Registered
United States	AVANTOR PERFORMANCE MATERIALS & Design	85/121929	02-Sep-10	4180008	24-Jul-2012	Avantor Performance Materials, Inc.	Registered
United States	BAKER ALEG	75/838101	02-Nov-99	2421101	16-Jan-01	Avantor Performance Materials, Inc.	Registered
United States	BAKER ANALYZED	72/317434	24-Jan-69	0934770	30-May-72	Avantor Performance Materials, Inc.	Registered
United States	BAKER BIO-ANALYZED	76/379601	07-Mar-02	2731516	01-Jul-03	Avantor Performance Materials, Inc.	Registered
United States	BAKER INSTRA-ANALYZED	72/347201	29-Dec-69	0919213	31-Aug-71	Avantor Performance Materials, Inc.	Registered
United States	BAKER INSTRA-ANALYZED	73/015576	11-Mar-74	1022985	21-Oct-75	Avantor Performance Materials, Inc.	Registered
United States	BAKER PRS	76/388531	07-Dec-01	2677673	21-Jan-03	Avantor Performance Materials, Inc.	Registered
United States	BAKER PRS-1000	73/671665	13-Jul-87	1477263	23-Feb-88	Avantor Performance Materials, Inc.	Registered
United States	BAKER REZI	75/657903	10-Mar-99	2441492	03-Apr-01	Avantor Performance Materials, Inc.	Registered
United States	BAKERBOND	75/488901	21-May-98	2290002	02-Nov-99	Avantor Performance Materials, Inc.	Registered

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Record Owner	Status
United States	BAKERCLEAN	74/633843	13-Feb-95	2081981	22-Jul-97	Avantor Performance Materials, Inc.	Registered
United States	BAKERDRY	76/379600	07-Mar-02	2731515	01-Jul-03	Avantor Performance Materials, Inc.	Registered
United States	BAKERFACTS	74/633842	13-Feb-95	2042671	11-Mar-97	Avantor Performance Materials, Inc.	Registered
United States	BAKER-FLEX	85/198534	15-Dec-10	3970789	31-May-2011	Avantor Performance Materials, Inc.	Registered
United States	BUFFAR (Stylized)	72/178359	07-Oct-63	0788032	13-Apr-65	Avantor Performance Materials, Inc.	Registered
United States	CALTAC	73/328018	14-Sep-81	1231558	22-Mar-83	Avantor Performance Materials, Inc.	Registered
United States	CHEMCHOICE	75/708592	18-May-99	2368307	18-Jul-00	Avantor Performance Materials, Inc.	Registered
United States	CHEMCHOICE	78/609834	15-Apr-05	3076715	04-Apr-06	Avantor Performance Materials, Inc.	Registered
United States	CHEM-CLEAR	75/431171	09-Feb-98	2293528	16-Nov-99	Avantor Performance Materials, Inc.	Registered
United States	CHROMAR	72/252266	12-Aug-66	0830044	13-Jun-67	Avantor Performance Materials, Inc.	Registered
United States	CIRCLE OF SAFETY	76/103624	03-Aug-00	2569428	14-May-02	Avantor Performance Materials, Inc.	Registered
United States	CIRCLE OF SAFETY	76/206306	07-Feb-01	2524894	01-Jan-02	Avantor Performance Materials, Inc.	Registered
United States	CLK	78/261686	12-Jun-03	2830234	06-Apr-04	Avantor Performance Materials, Inc.	Registered
United States	CLK & Design	78/261696	12-Jun-03	2838848	04-May-04	Avantor Performance Materials, Inc.	Registered
United States	CYCLE-TAINER	74/440309	27-Sep-93	1851239	30-Aug-94	Avantor Performance Materials, Inc.	Registered
United States	DILUT-IT	72/292878	11-Mar-68	0893101	23-Jun-70	Avantor Performance Materials, Inc.	Registered
United States	DISKMATE	74/421582	04-Aug-93	1962223	12-Mar-96	Avantor Performance Materials, Inc.	Registered
United States	DUAL-TINT	72/311227	04-Nov-68	0897637	01-Sep-70	Avantor Performance Materials, Inc.	Registered
United States	FINYTE	74/198906	28-Aug-91	1749162	26-Jan-93	Avantor Performance Materials, Inc.	Registered

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Record Owner	Status
United States	GENAR (STYLIZED)	73/373426	06-Jul-82	1258074	22-Nov-83	Avantor Performance Materials, Inc.	Registered
United States	GRANUSIC	72/245379	11-May-66	0821837	10-Jan-67	Avantor Performance Materials, Inc.	Registered
United States	HYDRA-POINT	74/215034	24-Oct-91	1719733	29-Sep-92	Avantor Performance Materials, Inc.	Registered
United States	J.T. BAKER & Design	72/372112	30-Sep-70	0929398	22-Feb-72	Avantor Performance Materials, Inc.	Registered
United States	MACRON FINE CHEMICALS & Design (Stacked)	85/465102	4-Nov-11	4451814	17-Dec-13	Avantor Performance Materials, Inc.	Registered
United States	MACRON FINE CHEMICALS & Design (Horizontal)	85/427019	20-Sep-11	4373080	23-Jul-13	Avantor Performance Materials, Inc.	Registered
United States	MACRON FINE CHEMICALS & Design (Stacked)	85/427026	20-Sep-11	4373081	23-Jul-13	Avantor Performance Materials, Inc.	Registered
United States	PANEXCEA	77/380463	25-Jan-08	3632451	02-Jun-09	Avantor Performance Materials, Inc.	Registered
United States	PARLODION	71/526865	05-Jul-47	0500027	06-Apr-48	Avantor Performance Materials, Inc.	Registered
United States	PARLODION	71/122160	30-Aug-19	0129685	09-Mar-20	Avantor Performance Materials, Inc.	Registered
United States	PHOTREX	73/072589	22-Dec-75	1048775	28-Sep-76	Avantor Performance Materials, Inc.	Registered
United States	REZI	76/142437	06-Oct-00	2573149	28-May-02	Avantor Performance Materials, Inc.	Registered
United States	SAFEMOR	72/277924	09-Aug-67	0851916	02-Jul-68	Avantor Performance Materials, Inc.	Registered
United States	SOLUSORB	73/068420	10-Nov-75	1045185	03-Aug-76	Avantor Performance Materials, Inc.	Registered
United States	SPEEDISK	75/208658	05-Dec-96	2151995	21-Apr-98	Avantor Performance Materials, Inc.	Registered
United States	SPILL TAMER	75/574130	20-Oct-98	2453652	22-May-01	Avantor Performance Materials, Inc.	Registered
United States	STAKMOR	72/233511	29-Nov-65	0836924	17-Oct-67	Avantor Performance Materials, Inc.	Registered
United States	STANDARD	73/347571	28-Jan-82	1280252	29-May-84	Avantor Performance	Registered

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Record Owner	Status
United States	(Stylized) [Supplemental Register] ULTIMAR	73/763364	14-Nov-88	1585210	06-Mar-90	Avantor Performance Materials, Inc.	Registered
United States	ULTRALC/MS	77/826073	14-Sep-09	3784033	04-May-10	Avantor Performance Materials, Inc.	Registered
United States	ULTRA RESI- ANALYZED	74/380906	16-Apr-93	1876208	31-Jan-95	Avantor Performance Materials, Inc.	Registered
United States	ULTREX	72/308738	03-Oct-68	0877636	30-Sep-69	Avantor Performance Materials, Inc.	Registered
United States	ULTREX	72/419575	27-Mar-72	0963932	17-Jul-73	Avantor Performance Materials, Inc.	Registered
United States	ULTREX	73/030886	16-Aug-74	1030415	20-Jan-76	Avantor Performance Materials, Inc.	Registered
United States	ULTRYTE	75/526583	28-Jul-98	2373724	01-Aug-00	Avantor Performance Materials, Inc.	Registered
United States	NANOGRADE	72/214353	17-Mar-65	0800133	14-Dec-65	Avantor Performance Materials, Inc.	Registered
United States	NEUTRACTIT	73/068417	10-Nov-75	1045182	03-Aug-76	Avantor Performance Materials, Inc.	Registered
United States	NEUTRASORB	73/068419	10-Nov-75	1045184	03-Aug-76	Avantor Performance Materials, Inc.	Registered
United States	RESISORB	73/068423	10-Nov-75	1045188	03-Aug-76	Avantor Performance Materials, Inc.	Registered