

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390889

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Security Agreement Supplement IP		
RESUBMIT DOCUMENT ID:	900368820		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Herculean US Holdings, Inc.		06/17/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ING Bank N.V., London Branch, as Security Agent		
Street Address:	60 London Wall		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2M 5TQ		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4443395	DELSEN	
Registration Number:	4555698	E	
Registration Number:	4269214	E ELEMENT MATERIALS TECHNOLOGY	
Registration Number:	4379695	ELEMENT	
Registration Number:	4201924	ELEMENT	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	188718-30		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	07/11/2016		

Total Attachments: 6

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HERCULEAN US HOLDINGS, INC.

SECURITY AGREEMENT SUPPLEMENT FOR INTELLECTUAL PROPERTY

INTELLECTUAL PROPERTY SUPPLEMENT NO. 3 (this "Supplement") dated as of June 17, 2016, to the Pledge and Security Agreement dated as of March 11, 2016 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") among the Grantors as defined therein, and ING Bank N.V., London Branch, as security agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the "Security Agent").

A. Reference is made to that certain Senior Facilities Agreement dated as of 4 February 2016 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement"), among EMT 2 Holdings Limited, a limited company organized under the laws of England and Wales and having its registered office at 95 Wigmore Street, London, United Kingdom, W1U 1FB with registered number 09907744, as an initial borrower (the "Initial UK Borrower" and, together with any acceding UK borrower, the "UK Borrower"), EMT Finance Inc., a Delaware corporation, as an initial borrower (the "Initial U.S. Borrower" and, together with any acceding US borrower, the "U.S. Borrower" and, together with the UK Borrower, the "Borrowers" and, each, a "Borrower"), Element Materials Technology Group Holdings CC2 Limited, a limited company organized under the laws of England and Wales and having its registered office at 110 Buckingham Palace Road, London, SW1W 9SA with registered number 09142571, Element Materials Technology Group US Holdings Inc., a Delaware corporation, ING Bank N.V., London Branch, as agent (in such capacity and together with its successors and permitted assigns, the "Facility Agent"), and Security Agent, each Lender from time to time party thereto and the other parties party thereto, pursuant to which the Lenders have severally agreed to make Loans upon the terms and subject to the conditions therein.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Secured Debt Documents and the Pledge and Security Agreement.

C. In connection with the Senior Facilities Agreement, the Grantors and Pledgors have entered into the Pledge and Security Agreement in order to induce the Lenders to make Loans. Section 6.16 of the Pledge and Security Agreement provides that certain Persons may become Grantors under the Pledge and Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Person (the "New Grantor") is executing this Supplement in accordance with the requirements of the Secured Debt Documents to become a Grantor under the Pledge and Security Agreement in order to induce the Lenders to make Loans.

Accordingly, the Security Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 6.16 of the Pledge and Security Agreement, the New Grantor by its signature below becomes a Grantor under the Pledge and Security Agreement with the same force and effect as if originally named therein as a Grantor

and the New Grantor hereby (a) agrees to all the terms and provisions of the Pledge and Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. Each reference to a "Grantor" in the Pledge and Security Agreement shall be deemed to include the New Grantor. The Pledge and Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Security Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3. This Supplement 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. This Supplement shall become effective when the Security Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor, and the Security Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication (including ".pdf" or ".tif" files) shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the Collateral owned by the New Grantor consisting of (i) issued and pending Patents in the United States Patent and Trademark Office, (ii) registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office (excluding any Excluded Collateral) and (iii) registered Copyrights in the United States Copyright Office and (b) set forth under its signature hereto is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. The New Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the Collateral, including:

(a) the issued and pending Patents (as defined in the Pledge and Security Agreement) in the United States Patent and Trademark Office set forth in Schedule I hereto;

(b) the registered Trademarks (as defined in the Pledge and Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule I hereto (excluding any Excluded Collateral); and

(c) the registered Copyrights (as defined in the Pledge and Security Agreement) in the United States Copyright Office set forth in Schedule I hereto.

SECTION 6. Grants, Rights and Remedies. This Supplement has been entered into in conjunction with the provisions of the Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 7. The New Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Supplement.

SECTION 8. Except as expressly supplemented hereby, the Pledge and Security Agreement shall remain in full force and effect.

SECTION 9. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 10. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Pledge and Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 11. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Pledge and Security Agreement.

SECTION 12. Reimbursement of the Security Agent's expenses under this Supplement shall be governed by the applicable sections of the Pledge and Security Agreement.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the New Grantor and the Security Agent have duly executed this Supplement to the Pledge and Security Agreement as of the day and year first above written.

HERCULEAN US HOLDINGS, INC.,
as Grantor

By: 

Name: Joseph Wetz
Title: Chief Financial Officer

Jurisdiction of Formation/Incorporation:
Delaware

Address Of Chief Executive Office:
15062 Bolsa Chica
Hunting Beach, CA 92649

ING BANK N.V., LONDON BRANCH,
as Security Agent

By: _____

Name:
Title:

[Signature page to IP Supplement No. 3]

IN WITNESS WHEREOF, the New Grantor and the Security Agent have duly executed this Supplement to the Pledge and Security Agreement as of the day and year first above written.

HERCULEAN US HOLDINGS, INC.,
as Grantor

By: _____
Name: Joseph Wetz
Title: Chief Financial Officer

Jurisdiction of Formation/Incorporation:
Delaware

Address Of Chief Executive Office:
15062 Bolsa Chica
Hunting Beach, CA 92649

ING BANK N.V., LONDON BRANCH,
as Security Agent

By:  _____
Name:
Title:

[Signature page to IP Supplement No. 3]

SCHEDULE I TO
INTELLECTUAL PROPERTY SUPPLEMENT NO. 3 TO
THE PLEDGE AND SECURITY AGREEMENT

United States Applied for and Registered Intellectual Property

Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. & Registration Date	Status	Country
Herculean US Holdings, Inc.	Delsen	4443395 03-Dec-2013	Registered	U.S. Federal
Herculean US Holdings, Inc.	E Design	4555698 24-Jun-2014	Registered	U.S. Federal
Herculean US Holdings, Inc.	E Element Materials Technology	4269214 01-Jan-2013	Registered	U.S. Federal
Herculean US Holdings, Inc.	Element	4379695 06-Aug-2013	Registered	U.S. Federal
Herculean US Holdings, Inc.	Element	4201924 04-Sep-2012	Registered	U.S. Federal