

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390248

| | |
|------------------------------|-------------------|
| 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

| 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: | 07/05/2016 |

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT (FIRST LIEN)

TRADEMARK SECURITY AGREEMENT (FIRST 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 (First Lien) dated as of June 21, 2016 (as amended, supplemented or otherwise modified from time to time, the "**First 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 (First Lien) dated as of June 21, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "**First 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 First 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 First Lien Credit Agreement and is willing to execute and deliver the First 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 First 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 First Lien Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the First 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. First 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 First 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 First 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 First Lien Guarantee and Collateral Agreement, the terms of the First 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 First 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.

[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 (FIRST LIEN)]

TRADEMARK
REEL: 005827 FRAME: 0035

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 (FIRST LIEN)]

**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT (FIRST 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 |

TRADEMARK
REEL: 005827 FRAME: 0040