

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Compass Chemical International, LLC		06/07/2016	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	UniCredit Bank AG, Milan Branch		
Street Address:	Piazza Gae Aulenti 4, Tower C, 6th Floor		
City:	Milan		
State/Country:	ITALY		
Postal Code:	20154		
Entity Type:	Bank: ITALY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4743428	MAYOQUEST	
Registration Number:	4743429	MAYOSPERSE	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	252518-005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	08/12/2016		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 7, 2016 among Compass Chemical International, LLC, an Illinois limited liability company ("**Grantor**"), and UniCredit Bank AG, Milan Branch as security agent for the Secured Parties (in such capacity, the "**Security Agent**").

- (A) Reference is made to that certain Amendment and Restatement Agreement, dated June 1, 2016 (the "**Amendment and Restatement Agreement**"), among, *inter alios*, Italmatch Chemicals S.p.A. (the "**Company**"), the Guarantors party thereto, BNP Paribas, Italian Branch, Crédit Agricole Corporate and Investment Bank, Milan Branch, GE Capital Interbanca S.p.A., Mediobanca – Banca di Credito Finanziario S.p.A., Société Générale, Milan Branch and UniCredit S.p.A., as US Facility Arrangers and UniCredit Bank AG, Milan Branch as Agent and Security Agent, relating to that certain senior term and revolving facilities agreement dated July 22, 2014, among, *inter alios*, the Company, the Guarantors, the Agent and the Security Agent (as amended, supplemented, novated or restated from time to time, the "**Facilities Agreement**").
- (B) Grantor is party to a Pledge and Security Agreement, dated as of June 7, 2016, in favor of the Security Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the "**Pledge and Security Agreement**"), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Facilities Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

Section 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise) of all Obligations (as defined in the Facilities Agreement), the Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

"**Intellectual Property Collateral**" means the Grantor's right, title and interest in, to and under all of the following property (other than any Excluded Property):

- (a) all Trademarks owned by or licensed to the Grantor, including those referred to on Schedule I hereto, together with all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (b) all Intellectual Property Licenses to which the Grantor is a party;
- (c) all reissues, continuations or extensions of the foregoing; and

- (d) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any owned or licensed Trademark, or (ii) injury to the goodwill associated with any owned or licensed Trademark.

Section 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and the Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Property.

Section 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

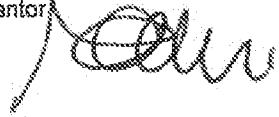
Section 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

COMPASS CHEMICAL INTERNATIONAL, LLC
as Grantor

By 
Name: MAURICIO TURCI
Title: OFFICER

Signature Page to Intellectual Property Security Agreement

ACCEPTED AND AGREED:

UNICREDIT BANK AG, MILAN BRANCH
as Security Agent

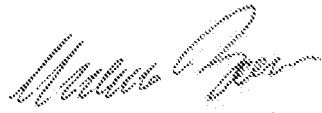
By:

Name:

Title:



Valentina Carluccio
Associate Director



Marcello Baschieri
Associate

Signature Page to Intellectual Property Security Agreement

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademarks

Grantor	Title	Reg. No. or Appln. No.	Date
Compass Chemical International, LLC	MAYOQUEST	4,743,428	October 8, 2014
Compass Chemical International, LLC	MAYOSPERSE	4,743,429	October 8, 2014