

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401586

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASCEND PERFORMANCE MATERIALS OPERATIONS LLC		09/09/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE, LLC		
Street Address:	1100 Aberbathy Road		
Internal Address:	Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	85350145	A	
Serial Number:	77776837	ASCEND PERFORMANCE MATERIALS	
Serial Number:	86923259	FLEXAGEN	
Serial Number:	86923255	FLEXATRAC	
Serial Number:	86923257	FLEXATRAM	
Serial Number:	86923252	FLEXATRIL	
Serial Number:	86923242	HEXTRANIL	
Serial Number:	86923238	HEXATRAN	
Serial Number:	86925656	HEXTRANOL	
Serial Number:	86923236	PRIONIL	
Serial Number:	86923250	TRINOHEX	
Serial Number:	85896477	ULTRON OMBRÉ	
CORRESPONDENCE DATA			
Fax Number:	6785532602		
<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:	(678) 553-2601		

CH \$315.00 85350145

TRADEMARK

Email: jimmarl@gtlaw.com
Correspondent Name: LaShana C. Jimmar, Paralegal
Address Line 1: Greenberg Traurig, LLP
Address Line 2: 3333 Piedmont Road, NE, Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER: 103274.016000

NAME OF SUBMITTER: LaShana C. Jimmar

SIGNATURE: /LaShana C. Jimmar/

DATE SIGNED: 10/11/2016

Total Attachments: 7

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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this "Supplement to Trademark Security Agreement") is made as of September 9, 2016, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, in its capacity as collateral and administrative agent for the Lender Group and the Bank Product Providers (together with its successors and assigns, "Agent").

WITNESSETH:

WHEREAS, reference is made to that certain Second Amended and Restated Credit Agreement dated as of August 23, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among ASCEND PERFORMANCE MATERIALS HOLDINGS INC., a Delaware corporation ("Parent"), ASCEND PERFORMANCE MATERIALS OPERATIONS LLC, a Delaware limited liability company ("Ascend LLC"), ASCEND PERFORMANCE MATERIALS INC., a Delaware corporation ("Ascend Performance"), ASCEND PERFORMANCE MATERIALS TEXAS INC., a Delaware corporation ("Ascend Performance Texas"; Ascend LLC, Ascend Performance, and Ascend Performance Texas, collectively, the "Borrowers" and, each, a "Borrower"), the lenders party thereto as "Lenders" (the "Lenders"), and Wells Fargo Capital Finance, LLC, in its capacity as collateral and administrative agent for the Lender Group (as defined therein) and the Bank Product Providers (as defined therein) (together with its successors and assigns, the "Agent");

WHEREAS, the members of the Lender Group are willing to continue to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Amended and Restated Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Supplement to Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and

interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Supplement to Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Supplement to Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Supplement to Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Supplement to Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Supplement to Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Supplement to Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Supplement to Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Supplement to Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Supplement to Trademark Security Agreement or any other Loan Document refer to this Supplement to Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Supplement to Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Supplement to Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of either Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[Continued on following page.]

IN WITNESS WHEREOF, each Grantor has caused this Supplement to Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

**ASCEND PERFORMANCE MATERIALS
OPERATIONS LLC**

By: 

Name: Andrew Ralston


Title: Vice President, General Counsel and
Secretary

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK
REEL: 005897 FRAME: 0753**

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: 
Name: MATT Montedous
Title: VP

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademarks

Trademark/Service Mark	Registered Owner	Status	App. No.	App. Date	Reg. No.	Reg. Date
A Logo	Ascend Performance Materials Operations LLC	Registered	85350145	6/20/2011	4114231	3/20/2012
ASCEND PERFORMANCE MATERIALS	Ascend Performance Materials Operations LLC	Registered	77776837	7/8/2009	3966893	5/24/2011
FLEXAGEN	Ascend Performance Materials Operations LLC	Pending	86923259	2/29/2016		
FLEXATRAC	Ascend Performance Materials Operations LLC	Pending	86923255	2/29/2016		
FLEXATRAM	Ascend Performance Materials Operations LLC	Pending	86923257	2/29/2016		
FLEXATRIL	Ascend Performance Materials Operations LLC	Pending	86923252	2/29/2016		
HEXATRAN	Ascend Performance Materials Operations LLC	Pending	86923238	2/29/2016		
HEXTRANIL	Ascend Performance Materials Operations LLC	Pending	86923242	2/29/2016		
HEXTRANOL	Ascend Performance Materials	Pending	86925656	3/2/2016		

Trademark/Service Mark	Registered Owner	Status	App. No.	App. Date	Reg. No.	Reg. Date
	Operations LLC					
PRIONIL	Ascend Performance Materials Operations LLC	Pending	86923236	2/29/2016		
TRINOHX	Ascend Performance Materials Operations LLC	Pending	86923250	2/29/2016		
ULTRON OMBRÉ	Ascend Performance Materials Operations LLC	Allowed	85896477	4/5/2013		

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses