

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403502

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Versum Materials US, LLC		09/30/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	1615 Brett Road, Ops III		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	2914670	SYTON	
Registration Number:	1684289	GASGUARD	
Registration Number:	1529406	M DOT	
Registration Number:	1793492	TRANSFILL	
Registration Number:	2444767	CHEMGUARD	
Registration Number:	2849540	FACS	
Registration Number:	1441835	QMAC	
Registration Number:	3591964	VAPORGUARD	
Registration Number:	3311619	QMAC	
Registration Number:	1347953	AIROPAK	
Registration Number:	1877305	SELECTFLUOR	
Registration Number:	2464013	DEOXO-FLUOR	
Registration Number:	2282777	MEGASYS	
Registration Number:	2483128	SERVICE PLUS	
Registration Number:	1565620	AIROPAK	
Registration Number:	2369676	MEGA-CLASS	
Registration Number:	2152414	BLUE AMMONIA	
Registration Number:	1472757	SOLKATRONIC	
Registration Number:	2837199	WHITE AMMONIA	
TRADEMARK			

OP \$940.00 2914670

Property Type	Number	Word Mark
Registration Number:	2040305	SCHUMACHER
Registration Number:	1614520	MEGABIT
Registration Number:	1078178	EXTREMA
Registration Number:	1595894	TOMCATS
Registration Number:	1719727	EXTREMA
Registration Number:	1783773	TRANS-LC
Registration Number:	2998952	PDEMS
Registration Number:	3342623	SCHUMACHER
Registration Number:	3715690	AP-LTN
Registration Number:	3432204	AP-LTO
Registration Number:	4472355	AP-LTS
Registration Number:	2832095	DEMS
Registration Number:	2371286	ACT
Registration Number:	2602454	COPPEREADY
Registration Number:	3221422	EZSTRIP
Registration Number:	3836604	FLOWMASTER
Registration Number:	3627457	FLEXTHANE
Registration Number:	4109173	SUNSOURCE

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049259-0102
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	10/27/2016

Total Attachments: 5

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This Trademark Security Agreement, dated as of September 30, 2016 by and between Versum Materials US, LLC, a limited liability company formed under the laws of Delaware (the “Grantor”), in favor of CITIBANK, N.A., in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of September 30, 2016 (in such capacity together with its successors and assigns, the “Grantee”).

W I T N E S S E T H:

Whereas, the Grantor is party to a Security Agreement dated as of September 30, 2016 (as amended, modified or supplemented, the “Security Agreement”) in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment in full of the Secured Obligations, the Grantor hereby pledges and grants to the Grantee for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, and designs, all registrations and applications filed in connection therewith, including the registrations and applications listed on Schedule I attached hereto, and all goodwill of the business connected with the use thereof or symbolized thereby, and (b) any and all (i) rights and privileges arising under Applicable Law with respect thereto, (ii) renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future Infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future Infringements thereof; provided that with respect to any United States Trademark applications in the United States Patent and Trademark Office filed on the basis of any Grantor’s “intent to use” such Trademarks will not be deemed to be Collateral unless and until a “Statement of Use” or “Amendment to Allege Use” has been filed with the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademarks

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. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Trademark Security Agreement is deemed to conflict with or is otherwise inconsistent with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. Termination. Upon termination of the Security Agreement, the security interest granted pursuant to this Trademark Security Agreement shall be automatically released and the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in all the Trademarks owned by the Grantor, including, without limitation, those registered or applied for Trademarks listed on Schedule I attached hereto. Upon (i) the sale or other transfer by the Grantor of any Collateral constituting Trademarks (other than to another Grantor) that is permitted under the Credit Agreement or (ii) the Grantor being released from its obligations under the Security Agreement, in each case, the security interest granted pursuant to this Trademark Security Agreement shall be automatically released in accordance with (and subject to) Section 8.13 of the Security Agreement.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

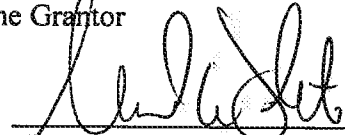
[signature page follows]

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

Very truly yours,

VERSUM MATERIALS US, LLC,
as the Grantor

By: _____

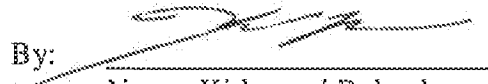


Name: Michael W. Valente

Title: General Counsel and Secretary

Accepted and Agreed:

CITIBANK, N.A.,
as the Collateral Agent and the Grantee

By: 

Name: Kirkwood Roland
Title: Managing Director & Vice President

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

<u>Grantor</u>	<u>Title</u>	<u>Application/ Registration No.</u>	<u>Filing/ Issued Date</u>	<u>Status</u>
Versum Materials US, LLC	SYTON	2914670	12/28/2004	Registered
Versum Materials US, LLC	GASGUARD	1684289	4/28/1992	Registered
Versum Materials US, LLC	M DOT	1529406	3/14/1989	Registered
Versum Materials US, LLC	TRANSFILL	1793492	9/21/1993	Registered
Versum Materials US, LLC	CHEMGUARD	2444767	4/17/2001	Registered
Versum Materials US, LLC	FACS	2849540	6/1/2004	Registered
Versum Materials US, LLC	QMAC (Design)	1441835	6/9/1987	Registered
Versum Materials US, LLC	VAPORGUARD	3591964	3/17/2009	Registered
Versum Materials US, LLC	QMAC	3311619	10/16/2007	Registered
Versum Materials US, LLC	AIROPAK	1347953	7/9/1985	Registered
Versum Materials US, LLC	SELECTFLUOR	1877305	2/7/1995	Registered
Versum Materials US, LLC	DEOXO-FLUOR	2464013	6/26/2001	Registered
Versum Materials US, LLC	MEGASYS	2282777	10/5/1999	Registered
Versum Materials US, LLC	SERVICE PLUS	2483128	8/28/2001	Registered
Versum Materials US, LLC	AIROPAK	1565620	11/14/1989	Registered
Versum Materials US, LLC	MEGA-CLASS	2369676	7/25/2000	Registered
Versum Materials US, LLC	BLUE AMMONIA	2152414	4/21/1998	Registered
Versum Materials US, LLC	SOLKATRONIC and Design	1472757	1/19/1988	Registered
Versum Materials US, LLC	WHITE AMMONIA	2837199	4/27/2004	Registered
Versum Materials US, LLC	SCHUMACHER and Design	2040305	2/25/2007	Registered
Versum Materials US, LLC	MEGABIT	1614520	9/25/1990	Registered
Versum Materials US, LLC	EXTREMA	1078178	11/29/1977	Registered
Versum Materials US, LLC	TOMCATS	1595894	5/15/1990	Registered
Versum Materials US, LLC	EXTREMA	1719727	9/29/1992	Registered
Versum Materials US, LLC	TRANS-LC	1783773	7/27/1993	Registered
Versum Materials US, LLC	PDEMS	2998952	9/20/2005	Registered
Versum Materials US, LLC	SCHUMACHER	3342623	11/27/2007	Registered
Versum Materials US, LLC	AP-LTN	3715690	11/24/2009	Registered
Versum Materials US, LLC	AP-LTO	3432204	5/20/2008	Registered
Versum Materials US, LLC	AP-LTS	4472355	1/21/2014	Registered
Versum Materials US, LLC	DEMS	2832095	4/13/2004	Registered
Versum Materials US, LLC	ACT	2371286	7/25/2000	Registered
Versum Materials US, LLC	COPPEREADY	2602454	7/30/2002	Registered
Versum Materials US, LLC	EZSTRIP	3221422	3/27/2007	Registered
Versum Materials US, LLC	FLOWMASTER	3836604	8/24/2010	Registered
Versum Materials US, LLC	FLEXTHANE	3627457	5/29/2009	Registered
Versum Materials US, LLC	SUNSOURCE	4109173	3/6/2012	Registered