

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM403973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vertellus Holdings LLC		10/31/2016	Limited Liability Company: DELAWARE
Vertellus LLC		10/31/2016	Limited Liability Company: DELAWARE
Vertellus Foreign Holdings LLC		10/31/2016	Limited Liability Company: DELAWARE
Vertellus Integrated Pyridines LLC		10/31/2016	Limited Liability Company: DELAWARE
Vertellus Belgium Holdco LLC		10/31/2016	Limited Liability Company: DELAWARE
Vertellus Bayonne LLC		10/31/2016	Limited Liability Company: DELAWARE
Vertellus DWG LLC		10/31/2016	Limited Liability Company: DELAWARE
Vertellus Greensboro LLC		10/31/2016	Limited Liability Company: DELAWARE
Vertellus Zeeland LLC		10/31/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as collateral agent		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Registration Number:	0546552	LUBRICIN	
Registration Number:	0859905	DI-PIP	
Registration Number:	2782318	EASY-FLO	

CH \$1190.00 0546552

Property Type	Number	Word Mark
Registration Number:	0519635	AA
Registration Number:	0669472	POLYCIN
Registration Number:	0552218	MORFLEX
Registration Number:	1712894	MORFLEX
Registration Number:	3250142	REILLCAT
Registration Number:	0734402	9-11
Registration Number:	0837737	POLYCIN
Registration Number:	1373202	CASPOL
Registration Number:	0528397	DB
Registration Number:	1283955	NATURECHEM
Registration Number:	1368473	COSCAT
Registration Number:	2968110	CASID
Registration Number:	3377897	WE ARE PART OF YOUR LIFE
Registration Number:	2953363	CASTORLATUM
Registration Number:	0619747	CITROFLEX
Registration Number:	0542077	FLEXRICIN
Registration Number:	2972849	STANTIV
Registration Number:	3052812	REILLINE
Registration Number:	2799367	CRYSTAL LC
Registration Number:	1872180	SEALRITE
Registration Number:	3314755	VERTELLUS
Registration Number:	0399596	VORITE
Registration Number:	1236891	BIOTHANE
Registration Number:	3126340	MORPEL
Registration Number:	2650642	CASMATE
Registration Number:	3394464	REILLEX
Registration Number:	3196149	ZEMAC
Registration Number:	0564387	CASTORWAX
Registration Number:	1009793	REILLY
Registration Number:	3457147	VECTOMER
Registration Number:	0594724	SURFACTOL
Registration Number:	3260268	THE CHEMISTRY IS NATURAL
Registration Number:	3014121	AQUAPEL
Registration Number:	3169451	AQUAPEL
Registration Number:	0711403	DB
Registration Number:	3314651	VERTELLUS
Registration Number:	0539707	CASTUNG
Registration Number:	2902303	VITRIDE

Property Type	Number	Word Mark
Registration Number:	3512045	SULFIDAL
Registration Number:	0442796	PARICIN
Registration Number:	4117911	CASTORCIN
Registration Number:	4463253	CROWN
Registration Number:	4728989	SMART CHEMISTRY.OUR SPECIALTY.
Serial Number:	86924139	FRESHSTAT

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, N.W., Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	42835.00000
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	11/01/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”), dated as of October 31, 2016, is made among Vertellus Holdings LLC, a Delaware limited liability company (the “**Borrower**”), and by each of the other entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of Wilmington Trust, National Association, as collateral agent (in such capacity, together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among the Borrower, each subsidiary guarantor party thereto (the “**Subsidiary Guarantors**”), Wilmington Trust, National Association, as Administrative Agent and Collateral Agent, and the lenders party thereto (the “**Lenders**”), the Lenders have been issued term loans by the Borrower, and each Grantor (other than the Borrower) provided a guarantee of the obligations of the Borrower under the Credit Agreement upon the terms and subject to the conditions set forth therein;

WHEREAS, all of the Grantors are party to a Second Lien Security Agreement of even date herewith in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement; and

WHEREAS, the Grantors own the trademarks listed on Schedule 1 hereto (the “**Trademarks**”), which Trademarks are pending or registered with the United States Patent and Trademark Office (the “**USPTO**”).

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

A. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Security Agreement or Credit Agreement, as applicable.

B. **Grant of Security Interest in Trademark Collateral.** Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

- (1) all of its Trademarks and all IP Licenses included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto;

- (2) all renewals and extensions of the foregoing;
- (3) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (4) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation, unfair competition regarding or other impairment thereof.

C. **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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.

D. **Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

E. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

F. **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

G. **Intercreditor Agreements.** Notwithstanding anything herein to the contrary, the security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of the Second Lien Intercreditor Agreements. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Second Lien Intercreditor Agreement shall govern and control.

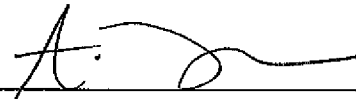
H. **Recordation.** The parties authorize the directors of the USPTO to record this Trademark Security Agreement.

IN WITNESS WHEREOF, each 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,

**VERTELLUS HOLDINGS LLC
VERTELLUS LLC
VERTELLUS FOREIGN HOLDINGS LLC
VERTELLUS INTEGRATED PYRIDINES LLC
VERTELLUS BELGIUM HOLDCO LLC
VERTELLUS BAYONNE LLC
VERTELLUS DWG LLC
VERTELLUS GREENSBORO LLC
VERTELLUS ZEELAND LLC**

each as Grantor

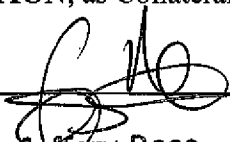
By: 
Name: Anne M. Frye
Title: Vice President and General Counsel

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005911 FRAME: 0696**

ACKNOWLEDGED AND AGREED as of
the date first above written:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as Collateral Agent

By: 
Name: _____
Title: **Jeffrey Rose**
Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005911 FRAME: 0697

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

UNITED STATES TRADEMARKS:

Owner	Trademark	Serial Number	Registration Number
Vertellus Holdings LLC	LUBRICIN	71/574336	0546552
Vertellus Holdings LLC	DI-PIP	72/273309	0859905
Vertellus Holdings LLC	EASY-FLO	76/089186	2782318
Vertellus Holdings LLC	AA	71/545810	0519635
Vertellus Holdings LLC	POLYCIN	72/041228	0669472
Vertellus Holdings LLC	MORFLEX	71/595271	0552218
Vertellus Holdings LLC	MORFLEX	74/223197	1712894
Vertellus Holdings LLC	REILLCAT	76/629382	3250142
Vertellus Holdings LLC	9-11	72/122152	0734402
Vertellus Holdings LLC	POLYCIN	72/252635	0837737
Vertellus Holdings LLC	CASPOL	73/505404	1373202
Vertellus Holdings LLC	DB	71/574335	0528397
Vertellus Holdings LLC	NATURECHEM	73/432508	1283955
Vertellus Holdings LLC	COSCAT	73/506354	1368473
Vertellus Holdings LLC	CASID	78/158831	2968110
Vertellus Holdings LLC	WE ARE PART OF YOUR LIFE	77/195675	3377897
Vertellus Holdings LLC	CASTORLATUM	78/233486	2953363
Vertellus Holdings LLC	CITROFLEX	71/683708	0619747
Vertellus Holdings LLC	FLEXRICIN	71/594515	0542077
Vertellus Holdings LLC	STANTIV	78/176604	2972849
Vertellus Holdings LLC	REILLINE	76/629377	3052812
Vertellus Holdings LLC	CRYSTAL LC	78/158690	2799367
Vertellus Holdings LLC	SEALRITE	74/469516	1872180
Vertellus Holdings LLC	VERTELLUS and Design	78/930023	3314755
Vertellus Holdings LLC	VORITE	71/454855	0399596
Vertellus Holdings LLC	BIOTHANE	73/286524	1236891
Vertellus Holdings LLC	MORPEL	78/683105	3126340
Vertellus Holdings LLC	CASMATE	76/303401	2650642
Vertellus Holdings LLC	REILLEX	77/217868	3394464
Vertellus Holdings LLC	ZEMAC	78/706105	3196149
Vertellus Holdings LLC	CASTORWAX	71/611064	564387
Vertellus Holdings LLC	REILLY	73/028913	1009793

Vertellus Holdings LLC	VECTOMER	77/292569	3457147
Vertellus Holdings LLC	SURFACTOL	71/659592	594724
Vertellus Holdings LLC	THE CHEMISTRY IS NATURAL	78/777533	3260268
Vertellus Holdings LLC	AQUAPEL	78/403534	3014121
Vertellus Holdings LLC	AQUAPEL	78/403536	3169451
Vertellus Holdings LLC	DB	72/064807	711403
Vertellus Holdings LLC	VERTELLUS	78/899355	3314651
Vertellus Holdings LLC	CASTUNG	71/592537	539707
Vertellus Holdings LLC	VITRIDE	78/188946	2902303
Vertellus Holdings LLC	SULFIDAL	77/415097	3512045
Vertellus Holdings LLC	PARICIN	71/520677	442796
Vertellus Holdings LLC	CASTORCIN	85/368083	4117911
Vertellus Holdings LLC	CROWN	85/542232	4463253
Vertellus Holdings LLC	SMART CHEMISTRY.OUR SPECIALTY.	86/228158	4728989
Vertellus Holdings LLC	FRESHSTAT	86/924139	N/A