

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DOVER CHEMICAL CORPORATION		12/30/2016	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	300 N. Meridian Street		
Internal Address:	Suite 1600		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3931075	PAROIL	
Registration Number:	3931031	CHLOREZ	
Registration Number:	4228761	LGP-11	
Registration Number:	3711210	DOVERPHOS S-9228	
Registration Number:	2062721	DOVERNOX	
Registration Number:	2062720	DOVERPHOS HIPURE	
Registration Number:	1445768	DOVERPHOS	
Registration Number:	0650734	CHLOROWAX 50	
Registration Number:	0649938	CHLOROWAX LV	
Registration Number:	0649129	CHLOROWAX 40	
CORRESPONDENCE DATA			
Fax Number:	3172371000		
<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:	317-237-1089		
Email:	tmindy@faegrebd.com,louis.perry@faegrebd.com,ashley.moore@faegrebd.com		
Correspondent Name:	Louis T. Perry		
Address Line 1:	300 N. Meridian Street		

OP \$265.00 3931075

Address Line 2: Suite 2700
Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER: Louis T. Perry

SIGNATURE: /Louis T. Perry/

DATE SIGNED: 12/30/2016

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2016, by DOVER CHEMICAL CORPORATION, an Ohio corporation (“Grantor”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (“Bank”).

WHEREAS, Grantor is (or will be with respect to after acquired property) the legal and beneficial owner and the holder of the Patent Collateral and the Trademark Collateral;

WHEREAS, Grantor and Keil Chemical Corporation, an Indiana corporation (collectively, “Borrowers”), and Bank are parties to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”) pursuant to which, among other things, Bank agreed to make certain loans and other financial accommodations to Borrowers.

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that, among other things: (a) Grantor enter into a Security Agreement, dated as of the date hereof, in favor of Bank (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Security Agreement”); and (b) Grantor execute this Patent and Trademark Security Agreement in order to grant a security interest in favor of Bank to secure the Obligations as more fully set forth herein.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Obligations for the benefit of Bank and for other good and valuable consideration, the receipt of which is hereby acknowledged, 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 PATENT COLLATERAL. Grantor hereby grants to Bank a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Patent Collateral”):

(a) all letters patent of the United States or any other country or jurisdiction, and all applications for letters patent of the United States or any other country or jurisdiction, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any other country or jurisdiction or any political subdivision thereof (“Patents”), including those referred to on Schedule I hereto;

(b) all reissues, continuations, renewals, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent.

3. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Bank a continuing security interest in all of Grantor's rights, title and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, trade dress, service marks, designs, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or jurisdiction or any political subdivision thereof ("Trademarks"), including those referred to on Schedule II hereto;

(b) all renewals or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Patent Collateral and 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.

[Signature on following page]

SCHEDULE I
to
PATENT AND TRADEMARK SECURITY AGREEMENT
PATENT REGISTRATIONS

Patent	Reg. No.	Reg. Date
Light-colored metal working additives	9,382,201	July 5, 2016
Cycloaliphatic polyphosphite polymer stabilizers	8,981,042	March 17, 2015
Nitrated extreme pressure additives and blends	8,664,171	March 4, 2014
Alkylphenol free-liquid polymeric phosphite polymer stabilizers	8,563,637	October 22, 2013
Method for reducing plate-out of solid phosphites in polymers	8,445,567	May 21, 2013
Phase transfer catalyst for synthesis of pentaerythritol diphosphites	8,278,490	October 2, 2012
Mixed alkyl-alkylaryl-phenyl phosphite polymer additive	8,258,215	September 4, 2012
Nitrated extreme pressure additives and blends	8,058,317	November 15, 2011
Nitrated extreme pressure additives	7,960,323	June 14, 2011
Polymer dispersible polybasic metal carboxylate complexes	7,595,412	September 29, 2009
Phenol-free phosphites	7,470,735	December 30, 2008
Process for manufacture of pentaerythritol diphosphites	7,342,060	March 11, 2008
Phosphite ester additive compositions	7,320,764	January 22, 2008
Dimeric and polymeric alkylphenol polysulfides	7,294,684	November 13, 2007
Solid melt blended phosphite composites	7,176,252	February 13, 2007
Phosphite ester additive composition	6,824,711	November 30, 2004
Phenol-free phosphite stabilizers	6,362,260	March 26, 2002
Lactone/phosphite blends	6,224,791	May 1, 2001
Process for preparing highly chlorinated paraffins	6,114,591	September 5, 2000
Process for production of tris(nonylphenyl) phosphite	5,532,401	July 2, 1996
Non-ozone depleting chlorination solvents	5,495,058	February 27, 1996

SCHEDULE II
to
PATENT AND TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Mark	Reg. No.	Reg. Date
Paroil	3931075	March, 15, 2011
Chlorez	3931031	March 15, 2011
LGP-11	4228761	August 7, 2012
Doverphos S-9228	3711210	November 17, 2009
Dovernox	2062721	May 20, 1997
Doverphos Hipure	2062720	May 20, 1997
Doverphos	1445768	July 7, 1987
Chlorowax 50	0650734	August 27, 1957
Cholorowax LV	0649938	August 13, 1957
Cholorowax 40	0649129	July 30, 1957