

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WORLD PROPERTIES, INC.		02/17/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	2600075	BISCO	
Registration Number:	3925911	COOLSPAN	
Registration Number:	4517415	DURA-SHAPE	
Registration Number:	1496678	DUREL	
Registration Number:	1163443	ENDUR	
Registration Number:	4358243	LOPRO	
Registration Number:	1053564	LO-PRO	
Registration Number:	3216229	R	
Registration Number:	2169516	MPC	
Registration Number:	1632804	MPC	
Registration Number:	0998460	NITROPHYL	
Registration Number:	3765993	PERMAFRESH	
Registration Number:	1540632	PERMAFRESH	
Registration Number:	0861519	PORON	
Registration Number:	0754815	PORON	
Registration Number:	1121870	PORON	
Registration Number:	2097169	PORON MEDICAL	
Registration Number:	1665667	R/BAK	
Registration Number:	2587270	R/FLEX	

CH \$890.00 2600075

Property Type	Number	Word Mark
Registration Number:	2010257	R/STIK
Registration Number:	1653546	RO2800
Registration Number:	1892592	RO3000
Registration Number:	2006820	RO4000
Registration Number:	2225964	RT/DUROID
Registration Number:	1161908	RT/DUROID
Registration Number:	3209546	THE WORLD RUNS BETTER WITH ROGERS.
Registration Number:	3871067	THETA
Registration Number:	3877574	THETA
Registration Number:	1675080	TMM
Registration Number:	1574972	ULTRALAM
Registration Number:	3850505	XT/DUROID
Registration Number:	3822229	DERMABAK
Registration Number:	0785505	MEKTRON
Registration Number:	1324125	R/FLEX
Registration Number:	1385622	RX

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 312-9932647

Email: zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 330 N. Wabash Avenue, Suite 2800

Address Line 2: Latham & Watkins LLP

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049067-0062
NAME OF SUBMITTER:	Zeynep Gieseke
SIGNATURE:	/zg/
DATE SIGNED:	02/20/2017

Total Attachments: 5

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**SECOND AMENDED AND RESTATED
CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS SECOND AMENDED AND RESTATED CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Confirmatory Grant”) is made effective as of February 17, 2017 by and from WORLD PROPERTIES, INC., an Illinois corporation (“Grantor”) to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, “Grantee”).

WHEREAS, Rogers Corporation (the “Borrower”), the Lenders, Grantee and certain other parties have entered into a Third Amended and Restated Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, Grantor and certain other Subsidiaries of the Borrower have guaranteed the repayment of the Secured Obligations pursuant to a Third Amended and Restated Guaranty dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, the Borrower, Grantor and certain other Subsidiaries of the Borrower have entered into a Third Amended and Restated Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, Grantor previously entered into (i) a Confirmatory Grant of Security Interest in United States Trademarks, dated as of November 23, 2010 and (ii) an Amended and Restated Confirmatory Grant of Security Interest in United States Trademarks dated as of June 18, 2015 (collectively the “Existing Confirmatory Grants”), and wishes to amend, restate, supersede and replace the terms of the Existing Confirmatory Grants in their entirety by the terms and provisions of this Confirmatory Grant.

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the “Trademarks”), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Credit Agreement. Upon the payment in full of all Secured Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Affirmation of Existing Security Interest. Grantor affirms its grant to Grantee of security interest in certain trademarks pursuant to the Existing Confirmatory Grant and agrees that such grant remains in full force and effect and is hereby ratified, reaffirmed and confirmed.

4) Counterparts. This Confirmatory Grant 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.

5) Governing Law. This Confirmatory Grant 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.

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

WORLD PROPERTIES, INC.

By: Janice Stipp
Name: Janice Stipp
Title: Vice President

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

Exhibit A

Mark	Application Date	Registration No.	Registration Date	Owner
BISCO	3/14/2000	2600075	7/30/2002	WORLD PROPERTIES, INC.
COOLSPAN	3/17/2008	3925911	3/1/2011	WORLD PROPERTIES, INC.
DURA-SHAPE	8/1/2013	4517415	4/22/2014	WORLD PROPERTIES, INC.
DUREL	12/4/1986	1496678	7/19/1988	WORLD PROPERTIES, INC.
ENDUR	11/8/1979	1163443	8/4/1981	WORLD PROPERTIES, INC.
LOPRO	8/29/2008	4358243	6/25/2013	WORLD PROPERTIES, INC.
LO-PRO	1/15/1975	1053564	11/30/1976	WORLD PROPERTIES, INC.
MISCELLANEOUS DESIGN (R Logo)	12/8/2003	3216229	3/6/2007	WORLD PROPERTIES, INC.
MPC	5/30/1997	2169516	6/30/1998	WORLD PROPERTIES, INC.
MPC AND DESIGN	3/13/1989	1632804	1/29/1991	WORLD PROPERTIES, INC.
NITROPHYL	11/5/1973	0998460	11/19/1974	WORLD PROPERTIES, INC.
PERMAFRESH	11/6/2008	3765993	3/30/2010	WORLD PROPERTIES, INC.
PERMAFRESH	10/31/1988	1540632	5/23/1989	WORLD PROPERTIES, INC.
PORON	2/5/1968	0861519	12/10/1968	WORLD PROPERTIES, INC.
PORON	4/6/1962	0754815	8/20/1963	WORLD PROPERTIES, INC.
PORON	6/5/1978	1121870	7/10/1979	WORLD PROPERTIES, INC.
PORON MEDICAL		2097169	9/16/1997	WORLD PROPERTIES, INC.
R/BAK	2/11/1991	1665667	11/26/1991	WORLD PROPERTIES, INC.
R/FLEX	4/5/2000	2587270	7/2/2002	WORLD PROPERTIES, INC.
R/STIK	12/15/1995	2010257	10/22/1996	WORLD PROPERTIES, INC.
RO2800	8/20/1990	1653546	8/13/1991	WORLD PROPERTIES, INC.
RO3000	4/30/1993	1892592	5/2/1995	WORLD PROPERTIES, INC.
RO4000	9/22/1994	2006820	10/8/1996	WORLD PROPERTIES, INC.
RT/DUROID	2/3/1998	2225964	2/23/1999	WORLD PROPERTIES, INC.
RT/duroid (Stylized)	4/23/1979	1161908	7/21/1981	WORLD PROPERTIES, INC.
THE WORLD RUNS BETTER WITH ROGERS	12/8/2003	3209546	2/13/2007	WORLD PROPERTIES, INC.
THETA	2/3/2009	3871067	11/2/2010	WORLD PROPERTIES, INC.
THETA AND DESIGN	3/13/2009	3877574	11/16/2010	WORLD PROPERTIES, INC.
TMM	3/18/1991	1675080	2/11/1992	WORLD PROPERTIES, INC.

ULTRALAM	9/19/1988	1574972	1/2/1990	WORLD PROPERTIES, INC.
XT/DUROID	2/28/2008	3850505	9/21/2010	WORLD PROPERTIES, INC.
DERMABAK	11/8/2006	3822229	7/20/2010	WORLD PROPERTIES, INC.
MEKTRON	4/23/1963	0785505	2/23/1965	WORLD PROPERTIES, INC.
R/FLEX	4/1/1983	1324125	3/12/1985	WORLD PROPERTIES, INC.
RX	8/8/1985	1385622	3/11/1986	WORLD PROPERTIES, INC.