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#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM416728

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Arlon LLC			Limited Liability Company: DELAWARE

#### **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: 2**

Property Type	Number	Word Mark
Registration Number:	4184401	BRIDGE
Registration Number:	4184402	MATE

#### **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:** 3129932647

**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: 4**

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

THIS 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 ARLON LLC, a Delaware limited liability company ("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 a Confirmatory Grant of Security Interest in United States Trademarks, dated as of June 18, 2015 (the "Existing Confirmatory Grant"), and wishes to amend, restate, supersede and replace the terms of the Existing Confirmatory Grant in their entirety by the terms and provisions of this Confirmatory Grant.

WHEREAS, Grantor owns the trademarks listed on <u>Exhibit A</u> attached hereto (the "<u>Trademarks</u>"), 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) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

#### 2) <u>The Security Interest</u>.

- (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) <u>Affirmation of Existing Security Interest</u>. 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) <u>Counterparts</u>. 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) <u>Governing Law</u>. 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.

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

ARLON LLC

By: 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
BRIDGE	10/19/2011	4184401	7/31/2012	Arlon LLC
MATE	10/19/2011	4184402	7/31/2012	Arlon LLC

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**RECORDED: 02/20/2017**