

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM416717

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rogers Corporation		02/17/2017	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	IL1-1145/54/63, P.O. Box 6026		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60680-6026		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 35</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3965228	ARLON	
Registration Number:	3965229	ARLON	
Registration Number:	3961197	ARLON	
Registration Number:	3961196	ARLON	
Registration Number:	5087756	CLTE SERIES	
Registration Number:	4739340	CONDUX PLUS	
Registration Number:	0778004	CUCLAD	
Registration Number:	0676169	DICLAD	
Registration Number:	2414138	DICLAD	
Registration Number:	1729344	ISOCLAD	
Registration Number:	0711155	LEVELWRAP	
Registration Number:	2299338	MF1	
Registration Number:	5105983	ML SERIES	
Registration Number:	0685819	MOX-TAPE	
Registration Number:	4160711	PROTECT	
Registration Number:	3731838	RO-LINX	
Registration Number:	4601761	RO-LINX POWERCIRCUIT	
Registration Number:	4160701	SECURE	
Registration Number:	4165254	SHOCK SEAL	
<b>TRADEMARK</b>			

CH \$890.00 3965228

Property Type	Number	Word Mark
Registration Number:	5041343	SILFX
Registration Number:	3806526	SILQUENCH
Registration Number:	3763921	SYRON
Registration Number:	4837281	SYRON
Registration Number:	5087757	TC SERIES
Registration Number:	1526331	THERMABOND
Registration Number:	1417454	THERMAPAD
Registration Number:	3806640	THERMAVAC XRT
Registration Number:	4184024	THINSTIK
Registration Number:	3806444	ULTRAPAD
Registration Number:	4376440	VIVE
Registration Number:	3819003	XRD
Registration Number:	3945259	XRD
Registration Number:	1888485	T-CELL
Serial Number:	86708507	AD SERIES
Serial Number:	86970626	ARLON HUB

**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: 312-993-2647

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**

source=Second A&R Confirm. Grant of Sec. Interest in US Trademarks (Rogers) (executed)#page1.tif  
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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 ROGERS CORPORATION, a Massachusetts 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, Grantor, 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 Subsidiaries of Grantor 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, Grantor and certain Subsidiaries of Grantor 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, (ii) a Confirmatory Grant of Security Interest in United States Trademarks dated as of July 13, 2011, and (iii) 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 Grants and agrees that such grants remain in full force and effect and are 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.

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

ROGERS CORPORATION

By: Janice Stipp  
Name: Janice Stipp  
Title: Senior Vice President and Chief Financial Officer

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

**Exhibit A – SCHEDULE OF TRADEMARKS**

<b>Mark</b>	<b>Application Date</b>	<b>Registration or App. No.</b>	<b>Registration Date</b>	<b>Owner</b>
AD Series	7/29/2015	86/708507		ROGERS CORPORATION
AQUAPRO	10/31/2014	86/441308		ROGERS CORPORATION
ARLON	9/3/2010	3965228	5/24/2011	ROGERS CORPORATION
ARLON	9/3/2010	3965229	5/24/2011	ROGERS CORPORATION
ARLON	9/3/2010	3961197	5/17/2011	ROGERS CORPORATION
ARLON	9/3/2010	3961196	5/17/2011	ROGERS CORPORATION
ARLON HUB		86/970626		ROGERS CORPORATION
CLTE Series	7/29/2015	5087756	11/22/2016	ROGERS CORPORATION
CONDEX PLUS	9/30/2011	4739340	5/19/2015	ROGERS CORPORATION
CUCLAD	11/18/1963	0778004	10/6/1964	ROGERS CORPORATION
CUCLAD	1/22/2016	86/883676		ROGERS CORPORATION
DICLAD	1/22/2016	86/883683		ROGERS CORPORATION
DICLAD	5/1/1958	0676169	5/31/1959	ROGERS CORPORATION
DICLAD	2/4/2000	2414138	12/19/2000	ROGERS CORPORATION
HELPING POWER, PROTECT, CONNECT OUR WORLD	5/6/2015	86/621315		ROGERS CORPORATION
ISOCLAD	1/22/2016	86/883411		ROGERS CORPORATION
ISOCLAD	3/25/1991	1729344	11/3/1992	ROGERS CORPORATION
KAPPA	6/21/2016	87/078871		ROGERS CORPORATION
LEVEL WRAP	5/31/1960	0711155	2/14/1961	ROGERS CORPORATION
MAGTREX	3/2/2016	86/926150		ROGERS CORPORATION
MF1	12/17/1997	2299338	12/14/1999	ROGERS CORPORATION
ML Series	7/29/2015	5105983	12/20/2016	ROGERS CORPORATION
MOX-TAPE	3/9/1959	0685819	9/29/1959	ROGERS CORPORATION
PORON VXT	5/27/2016	87/052005		ROGERS CORPORATION
PROTECT	10/19/2011	04160711	6/19/2012	ROGERS CORPORATION
RO1000	1/14/2014	86/164823		ROGERS CORPORATION
ROLINX	6/14/2007	3731838	12/29/2009	ROGERS CORPORATION
RO-LINX POWERCIRCUIT	3/4/2011	4601761	9/9/2014	ROGERS CORPORATION

SECURE	10/19/2011	4160701	6/19/2012	ROGERS CORPORATION
SHOCK SEAL	10/7/2010	4165254	6/26/2012	ROGERS CORPORATION
SILFX	12/7/2012	5041343	9/13/2016	ROGERS CORPORATION
SILQUENCH	10/28/2009	3806526	6/22/2010	ROGERS CORPORATION
STACOOOL	3/25/2016	86/953414		ROGERS CORPORATION
SYRON	2/28/2008	3763921	3/23/2010	ROGERS CORPORATION
SYRON	9/5/2013	4837281	10/20/2015	ROGERS CORPORATION
TC Series	7/29/2015	5087757	11/22/2016	ROGERS CORPORATION
THERMABOND	5/11/1988	1526331	2/28/1989	ROGERS CORPORATION
THERMAPAD	2/7/1986	1417454	11/18/1986	ROGERS CORPORATION
THERMAVAC XRT	10/29/2009	3806640	6/22/2010	ROGERS CORPORATION
THINSTIK	2/25/2011	4184024	7/31/2012	ROGERS CORPORATION
ULTRAPAD	10/27/2009	3806444	6/22/2010	ROGERS CORPORATION
VIVE	12/26/2012	4376440	7/30/2013	ROGERS CORPORATION
XRD	7/2/2008	3819003	7/13/2010	ROGERS CORPORATION
XRD	6/27/2014	86/322220		ROGERS CORPORATION
XRD (Stylized)	9/9/2009	3945259	4/12/2011	ROGERS CORPORATION
BREEZEL	7/12/2013	86/009112		ROGERS CORPORATION
SILFX AND DESIGN	2/26/2013	85/860567		ROGERS CORPORATION
T-CELL	2/25/1994	1888485	4/11/1995	ROGERS CORPORATION