

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419276

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NUSIL TECHNOLOGY LLC		03/10/2017	Limited Liability Company: DELAWARE
AVANTOR PERFORMANCE MATERIALS, LLC	FORMERLY AVANTOR PERFORMANCE MATERIALS, INC.	03/10/2017	Limited Liability Company: NEW JERSEY
Credit Suisse AG, Cayman Islands Branch		03/10/2017	Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC
Street Address:	520 Madison Avenue
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 64

Property Type	Number	Word Mark
Registration Number:	2582274	ALEG
Registration Number:	0594056	A.R.
Registration Number:	1410989	AR SELECT
Registration Number:	4179986	AVANTOR
Registration Number:	4176449	AVANTOR
Registration Number:	4180008	AVANTOR PERFORMANCE MATERIALS
Registration Number:	2421101	BAKER ALEG
Registration Number:	0934770	BAKER ANALYZED
Registration Number:	2731516	BAKER BIO-ANALYZED
Registration Number:	0919213	BAKER INSTRA-ANALYZED
Registration Number:	1022985	BAKER INSTRA-ANALYZED
Registration Number:	2677673	BAKER PRS
Registration Number:	1477263	BAKER PRS-1000
Registration Number:	2441492	BAKER REZI
Registration Number:	2290002	BAKERBOND

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2081981	BAKERCLEAN
Registration Number:	2731515	BAKERDRY
Registration Number:	2042671	BAKERFACTS
Registration Number:	3970789	BAKER-FLEX
Registration Number:	0788032	BUFFAR
Registration Number:	1231558	CALTAC
Registration Number:	4489437	CARESIL
Registration Number:	2368307	CHEMCHOICE
Registration Number:	3076715	CHEMCHOICE
Registration Number:	2293528	CHEM-CLEAR
Registration Number:	0830044	CHROMAR
Registration Number:	2569428	CIRCLE OF SAFETY
Registration Number:	2524894	CIRCLE OF SAFETY
Registration Number:	2830234	CLK
Registration Number:	2838848	CLK
Registration Number:	1851239	CYCLE-TAINER
Registration Number:	0893101	DILUT-IT
Registration Number:	1962223	DISKMATE
Registration Number:	0897637	DUAL-TINT
Registration Number:	1749162	FINYTE
Registration Number:	1258074	GENAR
Registration Number:	1719733	HYDRA-POINT
Registration Number:	0929398	J. T. BAKER
Registration Number:	4373080	MACRON FINE CHEMICALS
Registration Number:	4373081	MACRON FINE CHEMICALS
Registration Number:	4451814	MACRON FINE CHEMICALS
Registration Number:	4383536	NUSIL
Registration Number:	3632451	PANEXCEA
Registration Number:	0500027	PARLODION
Registration Number:	0129685	PARLODION
Registration Number:	1048775	PHOTREX
Registration Number:	2573149	REZI
Registration Number:	0851916	SAFEMOR
Registration Number:	2151995	SPEEDISK
Registration Number:	2453652	SPILL TAMER
Registration Number:	0836924	STAKMOR
Registration Number:	1280252	STANDARD
Registration Number:	5065297	TRELYST

Property Type	Number	Word Mark
Registration Number:	1585210	ULTIMAR
Registration Number:	3784033	ULTRA LC/MS
Registration Number:	1876208	ULTRA RESI-ANALYZED
Registration Number:	0877636	ULTREX
Registration Number:	0963932	ULTREX
Registration Number:	1030415	ULTREX
Registration Number:	2373724	ULTRYTE
Registration Number:	2464950	VERSASIL3
Serial Number:	87259399	AVANTOR
Serial Number:	87269682	NUSIL
Serial Number:	87269684	NUSIL

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Monique L. Ribando

Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2332
NAME OF SUBMITTER:	Jenna S. Cantor
SIGNATURE:	/Jenna S. Cantor/
DATE SIGNED:	03/10/2017

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

TRADEMARK SECURITY AGREEMENT (SECOND LIEN) dated as of March 10, 2017 (this "**Agreement**"), among NUSIL TECHNOLOGY LLC, a Delaware limited liability company located at 1050 Cindy Lane, Carpinteria, California 93013 and AVANTOR PERFORMANCE MATERIALS, LLC (formerly known as Avantor Performance Materials, Inc.), a New Jersey limited liability company located at 3477 Corporate Parkway, Center Valley, Pennsylvania 18034 (each a "**Grantor**"), and JEFFERIES FINANCE LLC ("**Jefferies Finance**"), as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement (Second Lien) dated as of March 10, 2017 (as amended, supplemented or otherwise modified from time to time, the "**Second Lien Guarantee and Collateral Agreement**"), among Avantor Performance Materials Holdings, LLC, a Delaware limited liability company ("**APM Holdings**" and a "**Borrower**"), NuSil Investments LLC ("**NuSil**" and, together with APM Holdings, the "**Borrowers**"), Avantor Performance Materials Holdings S.À R.L, a private limited liability company (société à responsabilité limitée) organized under the laws of Luxembourg, with registered office at 5, rue du Kiem, L-1857 Luxembourg and registered with the Trade and Companies Register under number B 155.169 ("**Holdings**"), the Subsidiary Guarantors from time to time party thereto and Jefferies Finance LLC ("**Jefferies Finance**"), as collateral agent (in such capacity, the "**Collateral Agent**") and (b) the Credit Agreement (Second Lien) dated as of March 10, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "**Second Lien Credit Agreement**"), among the Borrowers, Avantor Holdings Sub, L.P., a Delaware limited partnership, the Lenders party thereto and Jefferies Finance, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Second Lien Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor (other than the Borrowers) is an affiliate of the Borrowers, will derive substantial benefits from the extensions of credit to the Borrowers pursuant to the Second Lien Credit Agreement and is willing to execute and deliver the Second Lien Guarantee and Collateral Agreement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the Second Lien Guarantee and Collateral Agreement, each Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Second Lien Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Second Lien Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or

in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and pending applications filed in connection therewith, including registrations and pending applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I.

(b) all goodwill associated therewith or symbolized thereby ((a) and (b) collectively, the “**Trademarks**”); and

(c) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided that, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have assigned, pledged or granted a security interest in, any of such Grantor’s right, title or interest in any Trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor’s “intent-to-use” such trademark, unless and until acceptable evidence of use of such Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et seq.), whereupon such Trademark application will be deemed automatically included in the Trademark Collateral, but solely to the extent that granting the security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or any registration issuing therefrom.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. Second Lien Guarantee and Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Second Lien Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Second Lien Guarantee and Collateral Agreement,

the terms of the Second Lien Guarantee and Collateral Agreement shall govern, and for the avoidance of doubt, Trademark Collateral shall not include any Excluded Assets.

SECTION 5. Term. The term of this Agreement shall be coterminous with the Second Lien Guarantee and Collateral Agreement as its term is set forth therein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission, including by .PDF file, shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Further Assurances. Each Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent's agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Trademark Collateral.

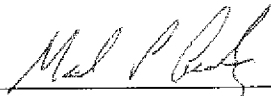
SECTION 7. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 8. INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT, IN ITS CAPACITY AS COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF MARCH 10, 2017 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BY AND BETWEEN, AMONG OTHERS, THE FIRST LIEN AGENT, THE COLLATERAL AGENT, IN ITS CAPACITIES AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT FOR THE SECOND LIEN CLAIMHOLDERS, AND CERTAIN OTHER PERSONS PARTY OR THAT MAY BECOME PARTY THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.


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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NUSIL TECHNOLOGY LLC, as Grantor

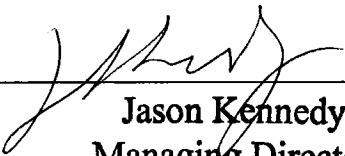
By: 
Name: Mark Armstrong
Title: Chief Financial Officer

AVANTOR PERFORMANCE MATERIALS,
LLC, as Grantor

By: 
Name: Mark Armstrong
Title: Chief Financial Officer

Acknowledged and Agreed by:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: **Jason Kennedy**
Title: **Managing Director**

[Signature Page to Trademark Security Agreement (Second Lien)]

TRADEMARK
REEL: 006007 FRAME: 0811

**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT (SECOND LIEN)**

Trademark Registrations and Applications

See attached.

Jurisdiction	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Record Owner
United States	ALEG	76/336,424	8-Nov-01	2,582,274	18-Jun-02	Avantor Performance Materials, LLC
United States	A.R.	71/617,469	3-Aug-51	0,594,056	24-Aug-54	Avantor Performance Materials, LLC
United States	AR SELECT	73/550,334	26-Jul-85	1,410,989	30-Sep-86	Avantor Performance Materials, LLC
United States	AVANTOR	85/110,708	18-Aug-10	4,179,986	24-Jul-12	Avantor Performance Materials, LLC
United States	AVANTOR	85/189,149	2-Dec-10	4,176,449	17-Jul-12	Avantor Performance Materials, LLC
United States	AVANTOR and Four Curved Bands Logo	87/259,399	6-Dec-16			Avantor Performance Materials, LLC
United States	AVANTOR PERFORMANCE MATERIALS & Design	85/121,929	2-Sep-10	4,180,008	24-Jul-12	Avantor Performance Materials, LLC
United States	BAKER ALEG	75/838,101	2-Nov-99	2,421,101	16-Jan-01	Avantor Performance Materials, LLC
United States	BAKER ANALYZED	72/317,434	24-Jan-69	0,934,770	30-May-72	Avantor Performance Materials, LLC
United States	BAKER BIO-ANALYZED	76/379,601	7-Mar-02	2,731,516	1-Jul-03	Avantor Performance Materials, LLC
United States	BAKER INSTRA-ANALYZED	72/347,201	29-Dec-69	0,919,213	31-Aug-71	Avantor Performance Materials, LLC

United States	BAKER INSTRA-ANALYZED	73/015,576	11-Mar-74	1,022,985	21-Oct-75	Avantor Performance Materials, LLC
United States	BAKER PRS	76/388,531	7-Dec-01	2,677,673	21-Jan-03	Avantor Performance Materials, LLC
United States	BAKER PRS-1000	73/671,665	13-Jul-87	1,477,263	23-Feb-88	Avantor Performance Materials, LLC
United States	BAKER REZI	75/657,903	10-Mar-99	2,441,492	3-Apr-01	Avantor Performance Materials, LLC
United States	BAKERBOND	75/488,901	21-May-98	2,290,002	2-Nov-99	Avantor Performance Materials, LLC
United States	BAKERCLEAN	74/633,843	13-Feb-95	2,081,981	22-Jul-97	Avantor Performance Materials, LLC
United States	BAKERDRY	76/379,600	7-Mar-02	2,731,515	1-Jul-03	Avantor Performance Materials, LLC
United States	BAKERFACTS	74/633,842	13-Feb-95	2,042,671	11-Mar-97	Avantor Performance Materials, LLC
United States	BAKER-FLEX	85/198,534	15-Dec-10	3,970,789	31-May-11	Avantor Performance Materials, LLC
United States	BUFFAR (Stylized)	72/178,359	7-Oct-63	0,788,032	13-Apr-65	Avantor Performance Materials, LLC
United States	CALTAC	73/328,018	14-Sep-81	1,231,558	22-Mar-83	Avantor Performance Materials, LLC
United States	CARESIL	85/789,944	28-Nov-12	4,489,437	25-Feb-14	Nusil Technology, LLC
United States	CHEMCHOICE	75/708,592	18-May-99	2,368,307	18-Jul-00	Avantor Performance Materials, LLC
United States	CHEMCHOICE	78/609,834	15-Apr-05	3,076,715	4-Apr-06	Avantor Performance Materials, LLC

United States	CHEM-CLEAR	75/431,171	9-Feb-98	2,293,528	16-Nov-99	Avantor Performance Materials, LLC
United States	CHROMAR	72/252,266	12-Aug-66	0,830,044	13-Jun-67	Avantor Performance Materials, LLC
United States	CIRCLE OF SAFETY	76/103,624	3-Aug-00	2,569,428	14-May-02	Avantor Performance Materials, LLC
United States	CIRCLE OF SAFETY	76/206,306	7-Feb-01	2,524,894	1-Jan-02	Avantor Performance Materials, LLC
United States	CLK	78/261,686	12-Jun-03	2,830,234	6-Apr-04	Avantor Performance Materials, LLC
United States	CLK & Design	78/261,696	12-Jun-03	2,838,848	4-May-04	Avantor Performance Materials, LLC
United States	CYCLE-TAINER	74/440,309	27-Sep-93	1,851,239	30-Aug-94	Avantor Performance Materials, LLC
United States	DILUT-IT	72/292,878	11-Mar-68	0,893,101	23-Jun-70	Avantor Performance Materials, LLC
United States	DISKMATE	74/421,582	4-Aug-93	1,962,223	12-Mar-96	Avantor Performance Materials, LLC
United States	DUAL-TINT	72/311,227	4-Nov-68	0,897,637	1-Sep-70	Avantor Performance Materials, LLC
United States	FINYTE	74/198,906	28-Aug-91	1,749,162	26-Jan-93	Avantor Performance Materials, LLC
United States	GENAR (Stylized)	73/373,426	6-Jul-82	1,258,074	22-Nov-83	Avantor Performance Materials, LLC
United States	HYDRA-POINT	74/215,034	24-Oct-91	1,719,733	29-Sep-92	Avantor Performance Materials, LLC

United States	J.T. BAKER & Design	72/372,112	30-Sep-70	0,929,398	22-Feb-72	Avantor Performance Materials, LLC
United States	MACRON FINE CHEMICALS & Design (Horizontal)	85/427,019	20-Sep-11	4,373,080	23-Jul-13	Avantor Performance Materials, LLC
United States	MACRON FINE CHEMICALS & Design (Stacked)	85/427,026	20-Sep-11	4,373,081	23-Jul-13	Avantor Performance Materials, LLC
United States	MACRON FINE CHEMICALS & Design (Stacked)	85/465,102	4-Nov-11	4,451,814	17-Dec-13	Avantor Performance Materials, LLC
United States	NUSIL	87/269,682	15-Dec-16			Nusil Technology, LLC
United States	NUSIL	85/799,053	10-Dec-12	4,383,536	13-Aug-13	Nusil Technology, LLC
United States	NUSIL Logo	87/269,684	15-Dec-16			Nusil Technology, LLC
United States	PANEXCEA	77/380,463	25-Jan-08	3,632,451	2-Jun-09	Avantor Performance Materials, LLC
United States	PARLODION	71/526,865	5-Jul-47	0,500,027	6-Apr-48	Avantor Performance Materials, LLC
United States	PARLODION	71/122,160	30-Aug-19	0,129,685	9-Mar-20	Avantor Performance Materials, LLC
United States	PHOTREX	73/072,589	22-Dec-75	1,048,775	28-Sep-76	Avantor Performance Materials, LLC
United States	REZI	76/142,437	6-Oct-00	2,573,149	28-May-02	Avantor Performance Materials, LLC
United States	SAFEMOR	72/277,924	9-Aug-67	0,851,916	2-Jul-68	Avantor Performance Materials, LLC
United States	SPEEDISK	75/208,658	5-Dec-96	2,151,995	21-Apr-98	Avantor Performance Materials, LLC

United States	SPILL TAMER	75/574,130	20-Oct-98	2,453,652	22-May-01	Avantor Performance Materials, LLC
United States	STAKMOR	72/233,511	29-Nov-65	0,836,924	17-Oct-67	Avantor Performance Materials, LLC
United States	STANDARD (Stylized) [Supplemental Register]	73/347,571	28-Jan-82	1,280,252	29-May-84	Avantor Performance Materials, LLC
United States	TRELYST	86/668,361	19-Jun-15	5065297	18-Oct-16	NUSIL DRUG DELIVERY LLC ⁴
United States	ULTIMAR	73/763,364	14-Nov-88	1,585,210	6-Mar-90	Avantor Performance Materials, LLC
United States	ULTRA LC/MS	77/826,073	14-Sep-09	3,784,033	4-May-10	Avantor Performance Materials, LLC
United States	ULTRA RESI-ANALYZED	74/380,906	16-Apr-93	1,876,208	31-Jan-95	Avantor Performance Materials, LLC
United States	ULTREX	72/308,738	3-Oct-68	0,877,636	30-Sep-69	Avantor Performance Materials, LLC
United States	ULTREX	72/419,575	27-Mar-72	0,963,932	17-Jul-73	Avantor Performance Materials, LLC
United States	ULTREX	73/030,886	16-Aug-74	1,030,415	20-Jan-76	Avantor Performance Materials, LLC
United States	ULTRYTE	75/526,583	28-Jul-98	2,373,724	1-Aug-00	Avantor Performance Materials, LLC
United States	VERSASIL3	75/674,209	5-Apr-99	2464950	3-Jul-01	Nusil Technology, LLC

⁴ On June 29, 2015, the entity changed its name from "NuSil Drug Delivery LLC" to "Trelyst LLC".
