

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422564

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Refractory Specialties, Incorporated		04/04/2017	Corporation: OHIO

RECEIVING PARTY DATA

Name:	Goldman Sachs Lending Partners LLC
Street Address:	30 HUDSON STREET
Internal Address:	38TH FLOOR
City:	JERSEY CITY
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4395236	AMORSIL
Registration Number:	3196123	C-CAST
Registration Number:	3135915	GEMCOLITE
Registration Number:	3141855	GEMCOWOOL
Registration Number:	3867385	MIGHTYLITE
Registration Number:	4372295	SILCOLITE
Registration Number:	3867411	SINTERLYTE
Registration Number:	3144981	T-CAST

CORRESPONDENCE DATA

Fax Number: 2125305219

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) 530-5000

Email: trademark@milbank.com

Correspondent Name: Nathaniel T. Browand

Address Line 1: 28 Liberty Street, 47th Floor

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

CH \$215.00 4395236

Address Line 4:	New York, NEW YORK 10005
ATTORNEY DOCKET NUMBER:	30045.35702
NAME OF SUBMITTER:	Nathaniel T. Browand
SIGNATURE:	/Nathaniel T. Browand/
DATE SIGNED:	04/05/2017
Total Attachments: 5 source=Refractory Trademark Security Agreement#page1.tif source=Refractory Trademark Security Agreement#page2.tif source=Refractory Trademark Security Agreement#page3.tif source=Refractory Trademark Security Agreement#page4.tif source=Refractory Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

TRADEMARK SECURITY AGREEMENT, dated as of April 4, 2017, between **REFRACTORY SPECIALTIES, INCORPORATED**, a Ohio corporation (the “**Grantor**”), and **GOLDMAN SACHS LENDING PARTNERS LLC**, as Collateral Agent.

WHEREAS, the Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

UNIFRAX I LLC, a Delaware limited liability company (the “**U.S. Borrower**”), UFX HOLDING II CORPORATION, a Delaware corporation (“**U.S. Holdings II**”), UNIFRAX HOLDING CO., a Delaware corporation (“**Unifrax Holdco**”), UNIFRAX UK HOLDCO LIMITED (Company No. 4050796), a company incorporated under the laws of England and Wales (“**UK Holdco**”), UNIFRAX LIMITED (Company No. 4007148), a company incorporated under the laws of England and Wales (“**UK Limited**”) and UNIFRAX GMBH, a company organized and existing under the laws of (the “**German Borrower**” and, together with the U.S. Borrower, UK Holdco and UK Limited, the “**Borrowers**”), the Subsidiary Guarantors from time to time party thereto, the Lenders party thereto from time to time and GOLDMAN SACHS LENDING PARTNERS LLC, in its capacity as administrative agent, collateral agent and security trustee, are parties to that certain Credit Agreement, dated as of April 4, 2017 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of April 4, 2017 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”), among the U.S. Borrower, the other Grantors party thereto and Goldman Sachs Lending Partners LLC, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, the Grantor hereby grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto; and

(iii) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.


Upon any termination or release of the Trademark Collateral pursuant to paragraphs 15(a) through 15(c) of the Security Agreement, the Collateral Agent shall, at the expense of the relevant Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions as such Grantor shall reasonably request in writing to evidence such termination or release of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

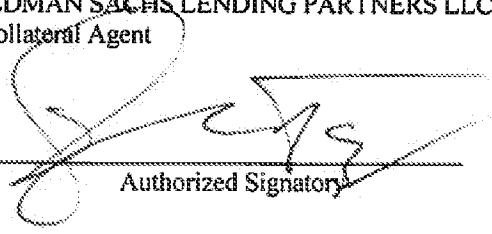
REFRACTORY SPECIALTIES, INCORPORATED

By: 
Name: John C. Dandolph IV
Title: President

Acknowledged:

GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By: _____



Authorized Signatory

Douglas Tansey
Authorized Signatory

[Signature Page to Trademark Security Agreement -- Refractory Specialties, Incorporated]

TRADEMARK

REEL: 006027 FRAME: 0445

**Schedule 1
to Trademark Security Agreement**

TRADEMARKS

Owner	Title	Application No.	Application Date	Registration No.	Registration Date	Status
Refractory Specialties Incorporated	AMORSIL	85/800,698	12/12/12	4,395,236	09/03/13	Registered
Refractory Specialties Incorporated	C-CAST	78/700,338	08/25/05	3,196,123	01/09/07	Registered
Refractory Specialties Incorporated	GEMCOLITE	78/728,205	10/06/05	3,135,915	08/29/06	Registered
Refractory Specialties Incorporated	GEMCOWOOL	78/728,246	10/06/05	3,141,855	09/12/06	Registered
Refractory Specialties Incorporated	MIGHTYLITE	77/965,982	03/23/10	3,867,385	10/26/10	Registered
Refractory Specialties Incorporated	SILCOLITE	85/800,728	12/12/12	4,372,295	07/23/13	Registered
Refractory Specialties Incorporated	SINTERLYTE	77/966,374	03/23/10	3,867,411	10/26/10	Registered
Refractory Specialties Incorporated	T-CAST	78/700,422	08/24/05	3,144,981	09/19/06	Registered

TRADEMARK LICENSES

None.