# CH \$440.00 34734

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM428343

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Porex Cleanroom Products, Inc.	FORMERLY Essentra Cleanroom Products, Inc.	04/06/2017	Corporation: MASSACHUSETTS
Porex Technologies Corporation	FORMERLY Essentra Porous Technologies Corp.	04/06/2017	Corporation: VIRGINIA

# **RECEIVING PARTY DATA**

Name:	Goldman Sachs Bank USA, as collateral agent
Street Address:	30 Hudson Street, 36th Floor
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	Chartered Bank: NEW JERSEY

# **PROPERTY NUMBERS Total: 17**

Property TypeNumberWord MarkRegistration Number:3473479E FUSIONRegistration Number:2577987JRL LYMANRegistration Number:2682471LYM SATRegistration Number:2655751LYM TECH SCIENTIFIC A DIVISION OF THE JORegistration Number:2777603PURITY WIPES MANUFACTURED BY LYM TECH SCRegistration Number:2387683EXTREME CLEANRegistration Number:4534804EPIX WIPESRegistration Number:3868072FILTRONA POROUS TECHNOLOGIESRegistration Number:3854378FILTRONA POROUS TECHNOLOGIESRegistration Number:3868071FILTRONA POROUS TECHNOLOGIES	
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Registration Number: 3868071 FILTRONA POROUS TECHNOLOGIES	
Registration Number: 3520504 HSS X-7	
Registration Number: 3457356 MEDISPONGE	
Registration Number: 3413747 SUPERSOFT	
Registration Number: 3453523 TERRAFOAM	
Registration Number: 1853673 TRANSORB	
Registration Number: 3453333 OPTIPOL	
Registration Number: 3413746 NOLATEX	

TRADEMARK

REEL: 006064 FRAME: 0975

900406822

#### **CORRESPONDENCE DATA**

**Fax Number:** 2028357586

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:** 2028357500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

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

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045.53100
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	05/21/2017

#### **Total Attachments: 6**

source=Filtration - 2017 Joinder Trademark Security Agreement (Signed4.6.17)#page1.tif source=Filtration - 2017 Joinder Trademark Security Agreement (Signed4.6.17)#page2.tif source=Filtration - 2017 Joinder Trademark Security Agreement (Signed4.6.17)#page3.tif source=Filtration - 2017 Joinder Trademark Security Agreement (Signed4.6.17)#page4.tif source=Filtration - 2017 Joinder Trademark Security Agreement (Signed4.6.17)#page5.tif source=Filtration - 2017 Joinder Trademark Security Agreement (Signed4.6.17)#page6.tif

#### TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 6, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (the "**Grantors**") in favor of Goldman Sachs Bank USA, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**").

WHEREAS, the Grantors have executed and delivered that certain Pledge Supplement, dated of even date herewith, to the First Lien Pledge and Security Agreement dated as of November 21, 2013 (the "Pledge and Security Agreement") between each of the grantors party thereto and the Collateral Agent, pursuant to which the Grantors have joined the Pledge and Security Agreement and pursuant to which each Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE,** in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

#### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

#### SECTION 2. Grant of Security Interest in Trademark Collateral

**SECTION 2.1 Grant of Security**. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the United States registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions**. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the

grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

# **SECTION 3.** Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

## **SECTION 4.** Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

#### **SECTION 5.** Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart by "pdf" or other electronic transmission shall be deemed to be an original.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the Grantors have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

# POREX CLEANROOM PRODUCTS INC

Name: John E. Udelhofer

Title: Vice President

POREX TECHNOLOGIES CORPORATION

Name: John F. Vdelhofen

Title: Vice/President

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

GOLDMAN SACHS BANK USA, as Collateral Agent

Authorized Signatory

Elizabeth Fischer
Authorized Signatory

[Signature Page to Trademark Security Agreement]

# SCHEDULE A to TRADEMARK SECURITY AGREEMENT

# UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Mark	Registration No.	Registration Date
Porex Cleanroom Products Inc	E FUSION and Device	3473479	7/22/08
Porex Cleanroom Products Inc	JRL LYMAN Stylized	2577987	6/11/02
Porex Cleanroom Products Inc	LYM SAT and Device	2682471	2/4/03
Porex Cleanroom Products Inc	LYM TECH SCIENTIFIC A DIVISION OF THE JOHN R. LYMAN CO. and Device	2655751	12/3/02
Porex Cleanroom Products Inc	PURITY WIPES MANUFACTURED BY LYM TECH SCIENTIFIED A DIVISION OF THE JOHN R. LYMAN CO. and Device	2777603	10/28/03
Essentra Cleanroom Products Inc.	EXTREME CLEAN	2387683	9/19/00
Porex Technologies Corporation	EPIX WIPES	4534804	5/20/14
Porex Technologies Corporation	FILTRONA POROUS TECHNOLOGIES	3868072	10/26/10
Porex Technologies Corporation	FILTRONA POROUS TECHNOLOGIES	3854378	9/28/10
Porex Technologies Corporation	FILTRONA POROUS TECHNOLOGIES	3868071	10/26/10
Porex Technologies Corporation	HSS X-7	3520504	10/21/08
Porex Technologies Corporation	MEDISPONGE	3457356	7/1/08
Porex Technologies Corporation	SUPERSOFT	3413747	4/15/08
Porex Technologies Corporation	TERRAFORM	3453523	6/24/08

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Porex Technologies	TRANSORB	1853673	9/13/94
Corporation			
(in name of Filtrona			
Porous Technologies			
Corp.)			
Porex Technologies	OPTIPOL	3453333	6/24/08
Corporation			
Porex Technologies	NOLATEX	3413746	4/15/08
Corporation			

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**RECORDED: 05/21/2017**