

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM432328

<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>
ASK Chemicals Hi-Tech LLC		06/22/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC Corporate Trustee Company (UK) Limited, as Security Agent		
<b>Street Address:</b>	8 Canada Square		
<b>Internal Address:</b>	Level 28		
<b>City:</b>	Canary Wharf, London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	E14 5HQ		
<b>Entity Type:</b>	Corporation: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1426152	UDICELL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<i>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.</i>			
<b>Phone:</b>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	028878-0167		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/S/ Angela M. Amaru		
<b>DATE SIGNED:</b>	06/23/2017		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

### Trademarks

WHEREAS, ASK Chemicals Hi-Tech LLC, a Delaware limited liability company (herein referred to as the "Grantor") owns the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, certain lenders and HSBC Corporate Trustee Company (UK) Limited, as agent, are parties to a Senior Facilities Agreement dated May 5, 2017 (as amended, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of June 22, 2017 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between, among others, the Grantor and HSBC Corporate Trustee Company (UK) Limited, as Security Agent (the "Security Agent", which expression shall include its successors, assigns and transferees) and (ii) certain other Security Agreement Documents (including this Intellectual Property Security Agreement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, 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 "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Security Agreement) owned by the Grantor and registered with the PTO referred to in Schedule 1 hereto; and
- (ii) all proceeds and products thereof.

For the avoidance of doubt, no security interest shall be granted with respect to any "intent-to-use" trademark applications filed with the PTO prior to the filing and acceptance 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.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property 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.

This Intellectual Property Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

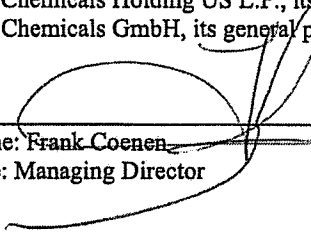
This Intellectual Property Security Agreement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement and those of the Security Agreement, the Security Agreement shall prevail.

*[Remainder of page left blank intentionally; signatures follow.]*

ASK CHEMICALS HI-TECH LLC, as grantor


By: ASK Chemicals LP, its sole member  
By: ASK Chemicals Investment LLC, its general partner  
By: ASK Chemicals Holding US L.P., its sole member  
By: ASK Chemicals GmbH, its general partner

By:   
Name: Frank Coenen  
Title: Managing Director

*[Signature Page to ASK Chemicals Hi-Tech LLC IP Security Agreement]*

Acknowledged:

HSBC Corporate Trustee Company (UK) Limited,  
AS SECURITY AGENT

By:   
Name: **Jason Blondell**  
Title: **Director**

[Signature Page to ASK Chemicals Hi-Tech LLC IP Security Agreement]

**TRADEMARK**  
**REEL: 006090 FRAME: 0212**

**SCHEDULE 1**

**TRADEMARKS**

<b>Trademark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
UDICELL	73600041	5/21/1986	1426152	1/27/1987