

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433997

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Element Materials Technology Cincinnati Inc.		06/29/2017	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	ING Bank N.V., London Branch, as Second Lien Collateral Agent		
Street Address:	8-10 Moorgate		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2R 6DA		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1603138	MAR-TEST	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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>			
Phone:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	712031-60		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	07/06/2017		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated June 29, 2017, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of ING Bank N.V., London Branch, as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Second Lien Finance Documents and the Second Lien Pledge and Security Agreement.

WHEREAS, Greenrock Finance, Inc., a Delaware corporation (the "Initial U.S. Borrower"), Greenrock Midco Limited, a limited company incorporated under the laws of England and Wales and having its registered office at 5 Fleet Place, London, England, EC4M 7RD with registered number 10702634 (the "Initial UK Borrower" and together with the U.S. Borrower, the "Initial Borrowers" and each an "Initial Borrower"), Greenrock Topco Limited, a limited company incorporated under the laws of England and Wales and having its registered office at 5 Fleet Place, London, England, EC4M 7RD with registered number 10702564, ING Bank N.V., London Branch, as Administrative Agent, ING Bank N.V., London Branch, as Collateral Agent, each lender from time to time party thereto and the other parties party thereto have entered into that certain Amended and Restated Second Lien Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), and, pursuant to the Credit Agreement, each Lender has agreed to make Loans upon the terms and subject to the conditions set forth in the applicable Credit Agreement to which such Lender is a party.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Second Lien Pledge and Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Pledge and Security Agreement") in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Second Lien Pledge and Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) the registered Trademarks (as defined in the Second Lien Pledge and Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Collateral).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors 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 for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Second Lien Pledge and Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Second Lien Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Second Lien Pledge and Security Agreement, the terms of the Second Lien Pledge and Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Second Lien Pledge and Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**ELEMENT MATERIALS TECHNOLOGY
CINCINNATI INC.**

By: _____

Name: Joseph Wetz

Title: Authorized Signatory

Jurisdiction of Formation/Incorporation:
Ohio

Address of Chief Executive Office:
1245 Hillsmith Drive
Cincinnati, OH 25215

**ING BANK N.V., LONDON BRANCH,
as Collateral Agent**

By: _____

Name:

Title:

By: _____

Name:

Title:

[Signature Page to Second Lien IP Supplement No. 1]

**TRADEMARK
REEL: 006099 FRAME: 0467**

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**ELEMENT MATERIALS TECHNOLOGY
CINCINNATI INC.**

By: _____
Name: Joseph Wetz
Title: Authorized Signatory

Jurisdiction of Formation/Incorporation:
Ohio

Address of Chief Executive Office:
1245 Hillsmith Drive
Cincinnati, OH 25215

**ING BANK N.V., LONDON BRANCH,
as Collateral Agent**

By: _____
Name: Nigel Baker
Title: Authorized Signatory
ING Bank N.V., London Branch

By: _____
Name: Andrew Crookes
Title: Authorized Signatory
ING Bank N.V., London Branch

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Trademark	Registration No. or Application No.
Mar-Test	1603138

LNDOS01/1042934.3