

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440333

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900417206

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GELEST, INC.		08/11/2017	Corporation: PENNSYLVANIA
GELEST BIOSYSTEMS, LLC		08/11/2017	Limited Liability Company: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	1 South Broad Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19107
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2913494	AQUAPHOBE
Registration Number:	3337440	BIOSAFE
Registration Number:	3419827	BIOSAFE
Registration Number:	3330890	BIOSAFE
Registration Number:	3433364	BIOSAFE
Registration Number:	4421361	GELEST
Registration Number:	3467859	GLASSCLAD
Registration Number:	4947664	OPTISIL
Registration Number:	4339018	RIMPLAST
Registration Number:	2307899	SIBRID
Registration Number:	2306497	SILICLAD
Registration Number:	4441439	SIQUBE
Registration Number:	4847475	UTENSIL
Registration Number:	4129629	VERTASIL
Serial Number:	87298409	EXSIL

CORRESPONDENCE DATA

TRADEMARK

Fax Number:

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.

Email: kansley@stradley.com
Correspondent Name: Kareem Ansley
Address Line 1: Stradley Ronon
Address Line 2: 100 Park Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	185535-0060
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NAME OF SUBMITTER:	Kareem Ansley
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SIGNATURE:	/Kareem Ansley/
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DATE SIGNED:	08/23/2017
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 11th day of August, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 11, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Gelest Intermediate Holdings II, Inc., a Delaware corporation, as parent ("Parent"), Gelest, Inc., a Pennsylvania corporation ("Gelest"), Gelest Realty, Inc., a Pennsylvania corporation ("Realty"; together with Gelest and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), Agent, Wells Fargo as lead arranger, Wells Fargo as book runner, Wells Fargo as syndication agent and Wells Fargo as documentation agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of August 11, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such

Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

a. all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

b. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

c. all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this

Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

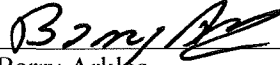
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

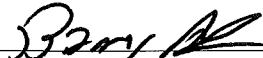
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

GELEST, INC.


By: 
Name: Barry Arkles
Title: President

GELEST BIOSYSTEMS, LLC

By: 
Name: Barry Arkes
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Thomas Backman
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

TrademarkName	TrademarkStatus	AppNumber	RegNumber	CountryName	Class	FileDate	RegDate
AQUAPHOBE	Registered	76/281,672	2,913,494	United States of America	01 Int.	05-Jul-2001	21-Dec-2004
BIOSAFE	Registered	78/964,252	3,337,440	United States of America	05 Int.	30-Aug-2006	13-Nov-2007
BIOSAFE	Registered	78/493,768	3,419,827	United States of America	01 Int.	04-Oct-2008	29-Apr-2008
BIOSAFE & DESIGN	Registered	78/578,658	3,330,890	United States of America	05 Int.	02-Mar-2005	06-Nov-2007
BIOSAFE & DESIGN	Registered	78/964,257	3,433,364	United States of America	01 Int.	30-Aug-2006	20-May-2008
EXSIL	Pending	87/298,409		United States of America	01 Int.	12-Jan-2017	
GELEST	Registered	85/866,974	4,421,361	United States of America	02 Int.	05-Mar-2013	22-Oct-2013
GLASSCLAD	Registered	78/762,309	3,467,859	United States of America	01 Int.	29-Nov-2005	15-Jul-2008
OPTISIL	Registered	86/550,187	4,947,664	United States of America	02 Int.	02-Mar-2015	26-Apr-2016
RIMPLAST	Registered	77/834,688	4,339,018	United States of America	01 Int.	25-Sep-2009	21-May-2013
SIBRID	Registered	75/442,968	2,307,899	United States of America	01 Int.	02-Mar-1998	11-Jan-2000
SILICLAD	Registered	75/404,942	2,306,497	United States of America	02 Int.	15-Dec-1997	04-Jan-2000
SiQube	Registered	85/819,321	4,441,439	United States of America	02 Int.	09-Jan-2013	26-Nov-2013
UTENSIL	Registered	86/400,080	4,847,475	United States of America	01 Int.	19-Sep-2014	03-Nov-2015
VERTASIL	Registered	85/234,216	4,129,629	United States of America	01 Int.	04-Feb-2011	17-Apr-2012

*All Trademarks owned by Gelest, Inc. except for BIOSAFE and BIOSAFE & DESIGN which are owned by Gelest BioSystems, LLC