

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444149

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VERTELLUS PERFORMANCE CHEMICALS LLC		09/22/2017	Limited Liability Company: DELAWARE
VERTELLUS SBH HOLDINGS LLC		09/22/2017	Limited Liability Company: DELAWARE
VSI ACQUISITION CORP.		09/22/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	TCW ASSET MANAGEMENT COMPANY LLC, as Collateral Agent
Street Address:	200 Clarendon Street, 51st Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2940688	ACUBRIGHT
Registration Number:	0811200	BOROL
Registration Number:	2351816	BOROL
Registration Number:	2744961	CHROMACLEAR
Registration Number:	2502672	COLORCLEAR
Registration Number:	1436979	VENMET
Registration Number:	1431651	VENPURE

CORRESPONDENCE DATA

Fax Number: 2125935955

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) 756-2132

Email: scott.kareff@srz.com

Correspondent Name: Scott Kareff

Address Line 1: Schulte Roth & Zabel LLP, 919 Third Ave

Address Line 4: New York, NEW YORK 10022

TRADEMARK

ATTORNEY DOCKET NUMBER:	059182.0064
NAME OF SUBMITTER:	Scott Kareff
SIGNATURE:	/RS for SK/
DATE SIGNED:	09/22/2017

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”), dated as of September 22, 2017, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of TCW Asset Management Company LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) for the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of the date hereof (the “**Credit Agreement**”) among Vertellus Performance Chemicals LLC, a Delaware limited liability company (the “**Borrower**”), Vertellus SBH Holdings LLC, a Delaware limited liability company (“**Holdings**”), VSI Acquisition Corp., a Delaware corporation (“**Parent**”), each subsidiary guarantor party thereto (the “**Subsidiary Guarantors**”), TCW Asset Management Company LLC, as administrative agent, and other agents and lenders party thereto (the “**Lenders**”), the Lenders have agreed to extend credit to the Borrower in the form of a multi-draw term loan in an aggregate original principal amount of \$110,000,000, and Parent, Holdings and each Subsidiary Guarantor provided a guarantee of such obligations upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to Article X of the Credit Agreement to guaranty the Obligations of the Borrower; and

WHEREAS, all of the Grantors are party to a Security Agreement of even date herewith in favor of the Collateral Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. **Grant of Security Interest in Trademark Collateral**. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, collaterally assigns, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks and all IP Licenses included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. **Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademarks Security Agreement by facsimile transmission or by electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York applicable to agreements made and wholly performed therein.

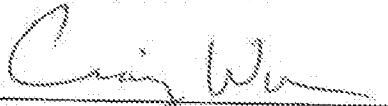
Section 7. **Intercreditor Agreements.** Notwithstanding anything herein to the contrary, the security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreements. In the event of any conflict between the terms of any Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of such Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

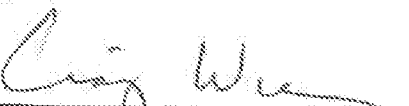
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

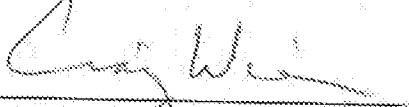
**VERTELLUS PERFORMANCE
CHEMICALS LLC, as Grantor**

By: 
Name: Craig Wien
Title: Vice President, Chief
Financial Officer and
Secretary

**VERTELLUS SBH HOLDINGS LLC,
as Grantor**

By: 
Name: Craig Wien
Title: Vice President, Chief
Financial Officer and
Secretary

VSI ACQUISITION CORP., as Grantor

By: 
Name: Craig Wien
Title: Vice President, Chief
Financial Officer and
Secretary

ACKNOWLEDGED AND AGREED as of
the date first above written:

TCW ASSET MANAGEMENT
COMPANY LLC, as Collateral Agent

By: 
Name: Suzanne Grosso
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Owner	Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal
Vertellus Performance Chemicals LLC	ACUBRIGHT	Brazil	REG	825330785	25-Feb-2003	825330785	04-Mar-2008	04-Mar-2018
Vertellus Performance Chemicals LLC	ACUBRIGHT	European Community	REG	002892420	16-Oct-2002	002892420	29-Apr-2004	16-Oct-2022
Vertellus Performance Chemicals LLC	ACUBRIGHT	Mexico	REG	571224	17-Oct-2002	780247	25-Feb-2003	17-Oct-2022
Vertellus Performance Chemicals LLC	ACUBRIGHT	Switzerland	REG	08959	17-Oct-2002	P506068	19-Dec-2002	17-Oct-2022
Vertellus Performance Chemicals LLC	ACUBRIGHT	United States	REG	78174347	15-Oct-2002	2940688	12-Apr-2005	12-Apr-2025
Vertellus Performance Chemicals LLC	BOROL	Austria	REG	AM159785	22-May-1985	110522	09-Oct-1985	31-Oct-2025
Vertellus Performance Chemicals LLC	BOROL	Benelux	REG	0053546	17-May-1985	0408816	17-May-1985	17-May-2025
Vertellus Performance Chemicals LLC	BOROL	Brazil	REG	812205774	30-Sep-1985	812205774	31-Oct-1989	31-Oct-2019
Vertellus Performance Chemicals LLC	BOROL	Canada	REG	375953	05-Jun-1974	TMA215110	30-Jul-1976	30-Jul-2021
Vertellus Performance Chemicals LLC	BOROL	European Community	REG	012252243	24-Oct-2013	012252243	19-Mar-2014	24-Oct-2023

Owner	Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal
Vertellus Performance Chemicals LLC	BOROL	Finland	REG	T197402522	29-May-1974	78286	05-Aug-1981	05-Aug-2021
Vertellus Performance Chemicals LLC	BOROL	Germany	REG	M566371WZ	24-May-1985	1119377	15-Mar-1988	24-May-2025
Vertellus Performance Chemicals LLC	BOROL	Japan	REG	766651982	30-Aug-1982	1686239	29-May-1984	29-May-2024
Vertellus Performance Chemicals LLC	BOROL	Mexico	REG	189020	26-Jan-1994	473306	13-Sep-1994	26-Jan-2024
Vertellus Performance Chemicals LLC	BOROL	Norway	REG	851870	20-May-1985	136167	20-Apr-1989	20-Apr-2019
Vertellus Performance Chemicals LLC	BOROL	Russian Federation	REG	068805	13-Jun-1974	56180	05-Aug-1980	13-Jun-2024
Vertellus Performance Chemicals LLC	BOROL	Sweden	REG	7402599	28-May-1974	157785	23-Dec-1976	23-Dec-2026
Vertellus Performance Chemicals LLC	BOROL	United States	REG	72228381	22-Sep-1965	0811200	19-Jul-1966	19-Jul-2026
Vertellus Performance Chemicals LLC	BOROL	United States	REG	75733187	11-Jun-1999	2351816	23-May-2000	23-May-2020
Vertellus Performance Chemicals LLC	CHROMACLEAR	Australia	REG	880421	26-Jun-2001	880421	20-Mar-2002	26-Jun-2021
Vertellus Performance Chemicals LLC	CHROMACLEAR	Brazil	PUB	826997678	19-Oct-2004			
Vertellus Performance Chemicals LLC	CHROMACLEAR	Canada	REG	1512769	26-Jan-2011	TMA832961	27-Sep-2012	27-Sep-2027

Owner	Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal
Vertellus Performance Chemicals LLC	CHROMACLEAR	Colombia	REG	01055034	09-Jul-2001	248885	14-Feb-2002	14-Feb-2022
Vertellus Performance Chemicals LLC	CHROMACLEAR	European Community	REG	002275014	26-June-2001	002275014	26-Feb-2003	26-Jun-2021
Vertellus Performance Chemicals LLC	CHROMACLEAR	Japan	REG	2001060161	02-Jul-2001	4621558	15-Nov-2002	15-Nov-2022
Vertellus Performance Chemicals LLC	CHROMACLEAR	Malaysia	REG	04015899	15-Oct-2004	04015899	05-Sep-2008	15-Oct-2024
Vertellus Performance Chemicals LLC	CHROMACLEAR	Mexico	REG	493373	29-Jun-2001	711929	28-Aug-2001	29-Jun-2021
Vertellus Performance Chemicals LLC	CHROMACLEAR	New Zealand	REG	640320	26-Jun-2001	640320	13-May-2002	26-Jun-2018
Vertellus Performance Chemicals LLC	CHROMACLEAR	Norway	REG	200108074	29-Jun-2001	213622	14-Mar-2002	14-Mar-2022
Vertellus Performance Chemicals LLC	CHROMACLEAR	Peru	REG	130692	28-Jun-2001	74874	13-Sep-2001	13-Sep-2021
Vertellus Performance Chemicals LLC	CHROMACLEAR	South Africa	REG	2001010973	26-Jun-2001	200110973	31-Mar-2006	26-Jun-2021
Vertellus Performance Chemicals LLC	CHROMACLEAR	Switzerland	REG	070312001	12-Jul-2001	493397	03-Jan-2002	12-Jul-2021
Vertellus Performance Chemicals LLC	CHROMACLEAR	Taiwan	REG	102065592	22-Nov-2013	01639142	1-May-2014	30-Apr-2024
Vertellus Performance Chemicals LLC	CHROMACLEAR IN CH (YI-PIAO)	Taiwan	REG	102065593	22-Nov-2013	01639143	1-May-2014	30-Apr-2024

Owner	Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal
Vertellus Performance Chemicals LLC	CHROMACLEAR	Thailand	REG	572933	17-Nov-2004	KOR265020	23-Jul-2007	17-Nov-2024
Vertellus Performance Chemicals LLC	CHROMACLEAR	United States	REG	78070378	21-Jun-2001	2744961	29-Jul-2003	29-Jul-2023
Vertellus Performance Chemicals LLC	COLORCLEAR	Canada	REG	1106172	11-Jun-2001	TMA578460	27-Mar-2003	27-Mar-2018
Vertellus Performance Chemicals LLC	COLORCLEAR	China	REG	2001104818	18-Jun-2001	1901432	21-Oct-2002	21-Oct-2022
Vertellus Performance Chemicals LLC	COLORCLEAR IN CH (HUAN-YUAN-WEN)	China	APP	13633509	27-Nov-2013			
Vertellus Performance Chemicals LLC	COLORCLEAR IN CH (KAI-LING)	China	REG	5163067	17-Feb-2006	5163067	14-Jun-2009	14-Jun-2019
Vertellus Performance Chemicals LLC	COLORCLEAR	European Community	REG	002253334	11-Jun-2001	002253334	30-Jul-2002	11-Jun-2021
Vertellus Performance Chemicals LLC	COLORCLEAR WITH CH (HUAN-YUAN-WEN) (SERIES OF TWO)	Hong Kong	REG	302825686	04-Dec-2013	302825686	10-Jun-2014	03-Dec-2023
Vertellus Performance Chemicals LLC	COLORCLEAR	India	REG	1016526	13-Jun-2001	1016526	15-Mar-2005	13-Jun-2021
Vertellus Performance Chemicals LLC	COLORCLEAR	Indonesia	REG	D00200101244512518	13-Jun-2001	IDM000309339	13-Jun-2001	13-Jun-2021
Vertellus Performance Chemicals LLC	COLORCLEAR	Malaysia	REG	200107312	14-Jun-2001	01007312	14-Jun-2001	14-Jun-2021
Vertellus Performance Chemicals LLC	COLORCLEAR	Mexico	REG	554983	04-Jul-2002	756744	29-Jul-2002	04-Jul-2022

Owner	Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal
Vertellus Performance Chemicals LLC	COLORCLEAR	New Zealand	REG	639412	11-Jun-2001	639412	17-Dec-2001	11-Jun-2018
Vertellus Performance Chemicals LLC	COLORCLEAR	Singapore	REG	T0108512H	13-Jun-2001	T0108512H	13-Jun-2001	13-Jun-2021
Vertellus Performance Chemicals LLC	COLORCLEAR	Taiwan	REG	90023718	12-Jun-2001	01008811	01-Aug-2002	01-Aug-2022
Vertellus Performance Chemicals LLC	COLORCLEAR IN CH (HUAN-YUAN-WEN)	Taiwan	APP	102065594	22-Nov-2013			
Vertellus Performance Chemicals LLC	COLORCLEAR	United States	REG	75734293	21-Jun-1999	2502672	30-Oct-2001	30-Oct-2021
Vertellus Performance Chemicals LLC	COLORCLEAR	Vietnam	REG	4200102914	29-Jun-2001	42449	30-Jul-2002	29-Jun-2021
Vertellus Performance Chemicals LLC	SB200	India	REG	1835852	02-Jul-2009	1835852	01-Mar-2011	02-Jul-2019
Vertellus Performance Chemicals LLC	VENMET	Canada	REG	603393	22-Mar-1988	352407	24-Feb-1989	24-Feb-2019
Vertellus Performance Chemicals LLC	VENMET	China	REG	5128586	19-Jan-2006	5128586	28-May-2009	27-May-2019
Vertellus Performance Chemicals LLC	VENMET IN CH (WAN-MEI)	China	REG	5128585	19-Jan-2006	5128585	28-May-2009	27-May-2019
Vertellus Performance Chemicals LLC	VENMET	European Community	REG	000058164	01-Apr-1996	000058164	25-May-1998	01-Apr-2016
Vertellus Performance Chemicals LLC	VENMET	Norway	REG	932041	28-Apr-1993	163151	09-Jun-1994	09-Jun-2024

Owner	Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal
Vertellus Performance Chemicals LLC	VENMET	United States	REG	73601686	02-Jun-1986	1436979	21-Apr-1987	21-Apr-2027
Vertellus Performance Chemicals LLC	VENPURE	Brazil	REG	821807994	13-Jul-1999	821807994	26-Aug-2003	26-Aug-2023
Vertellus Performance Chemicals LLC	VENPURE	Canada	REG	599388	22-Jan-1988	351049	10-Feb-1989	10-Feb-2019
Vertellus Performance Chemicals LLC	VENPURE	China	REG	23961	02-Mar-1998	1295046	21-Jul-1999	20-Jul-2019
Vertellus Performance Chemicals LLC	VENPURE IN CH (WAN-CHUN)	China	REG	5128584	19-Jan-2006	5128584	28-May-2009	27-May-2019
Vertellus Performance Chemicals LLC	VENPURE	European Community	REG	000756437	25-Feb-1998	000756437	25-Nov-1999	25-Feb-2018
Vertellus Performance Chemicals LLC	VENPURE	European Community	REG	000058099	01-Apr-1996	000058099	14-Apr-1998	01-Apr-2026
Vertellus Performance Chemicals LLC	VENPURE	Japan	REG	34318	24-Apr-1998	4278424	28-May-1999	28-May-2019
Vertellus Performance Chemicals LLC	VENPURE	Lithuania	REG	ZP4560	23-Feb-1993	21542	10-Oct-1995	23-Feb-2023
Vertellus Performance Chemicals LLC	VENPURE	Norway	REG	931957	23-Apr-1993	166029	22-Dec-1994	22-Dec-2024
Vertellus Performance Chemicals LLC	VENPURE	Switzerland	REG	662419938	23-Apr-1993	2P411548	23-Apr-1993	23-Apr-2023
Vertellus Performance Chemicals LLC	VENPURE	United States	REG	73601988	02-Jun-1986	1431651	10-Mar-1987	10-Mar-2027