

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445405

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zochem Inc.		09/29/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Adams Street Credit Advisors LP, as Administrative Agent		
Street Address:	One North Wacker Drive, Suite 2200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1033496	ZINSTABE	
Registration Number:	2073983	AGRAZINC	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	30024 / 004		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	10/02/2017		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 29, 2017 (this "Agreement"), is made by each of the entities listed on the signature pages hereof (each, a "Grantor" and, collectively, the "Grantors"), in favor of ADAMS STREET CREDIT ADVISORS LP, as Administrative Agent (in such capacity, together with its successors and permitted assigns in such capacity, the "Administrative Agent") for the Term Loan Secured Parties.

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), among ZINC ACQUISITION HOLDINGS, LP, a Delaware limited partnership ("Parent"), ZINC BORROWER, LP, a Delaware limited partnership ("Holdco Borrower"), ZINC OXIDE, LLC, a Texas limited liability company ("ZO"), and the other entities which may become borrowers under the Term Loan Agreement pursuant to Section 6.09 thereof (together with Holdco Borrower and ZO, each a "Borrower" and, collectively, the "Borrowers"), the Guarantors (as defined therein) from time to time party thereto (together with Parent, each, a "Guarantor" and, collectively, the "Guarantors"; the Guarantors together with the Borrowers, each a "Grantor" and, collectively, the "Grantors"), the lenders from time to time party thereto (each, a "Lender" and collectively, the "Lenders");

WHEREAS, all of the Grantors are party to that certain Pledge and Security Agreement, dated as of September 29, 2017 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent, for the benefit of the Term Loan Secured Parties, pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Term Loan Agreement and to induce the Lenders to provide the Loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions thereunder, each Grantor hereby agrees with the Administrative 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 and grants to the Administrative Agent, for the benefit of the Term Loan Secured Parties, a security interest in the following Collateral of such Grantor (the "***Trademark Collateral***"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals of the foregoing;

(c) all goodwill associated therewith; 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 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any U.S. Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use or amendment to allege use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office) or any Intellectual Property if the grant of a Lien on or security interest in such Intellectual Property is prohibited by law or would result in the abandonment, impairment, cancellation or voiding of any right, title or interest in such Intellectual Property.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Term Loan Secured Parties, pursuant to the Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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 herein by reference, *mutatis mutandis*, as if fully set forth herein, and the parties hereto agree to such terms. In the event that any provision of this Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

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 subject to a security interest hereunder.

Section 5. Recordation. Each Grantor authorizes and requests that the United States Patent and Trademark Office record this Agreement.

Section 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (including PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 7. Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. The provisions of Section 14(b), (c), and (d) of the Security Agreement are hereby incorporated herein by reference

and shall apply to this Agreement, *mutatis mutandis*, with the same force and effect as if fully set forth herein, and the parties hereto agree to such terms.

Section 8. Loan Document. This Agreement constitutes a “Loan Document” under and as defined in the Term Loan Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[Signature pages follow]

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

ZOCHEM INC. as Grantor

By: 

Name: RON CRITTENDON

Title: PRESIDENT

[Signature Page to Trademark Security Agreement]

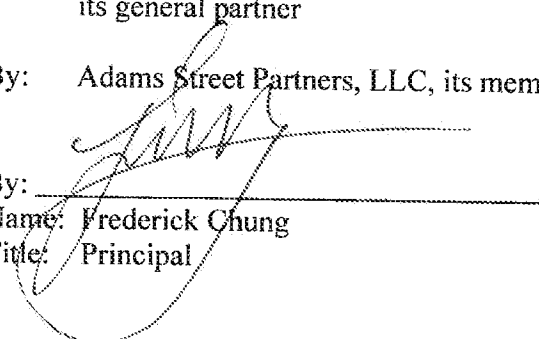
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Accepted by:

ADAMS STREET CREDIT ADVISORS LP,
as Administrative Agent

By: Adams Street Credit Advisors GP LLC,
its general partner

By: Adams Street Partners, LLC, its member

By: 
Name: Frederick Chung
Title: Principal

[Signature Page to Trademark Security Agreement]

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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. **REGISTERED TRADEMARKS**

<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Zochem Inc.	"ZINSTABE"	1,033,496	February 17, 1976
Zochem Inc.	"AGRAZINC"	2,073,983	June 24, 1997

2. **TRADEMARK APPLICATIONS**

None.

3. **TRADEMARK LICENSES**

None.