

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM449756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Owensboro Specialty Polymers, Inc.		11/01/2017	Corporation: KENTUCKY
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Collateral Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1187637	DARAN	
Registration Number:	1278531	DARAN	
Registration Number:	4087701	DARATAK	
Registration Number:	0766128	EVERFLEX	
Registration Number:	0909870	VERSAFLEX	
Registration Number:	0785856	SERFENE	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<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:	(312) 558-6352		
Email:	mfoy@winston.com		
Correspondent Name:	Michelle Foy, Winston & Strawn LLP		
Address Line 1:	35 West wacker Drive		
Address Line 2:	Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601-9703		
ATTORNEY DOCKET NUMBER:	013757.110		
NAME OF SUBMITTER:	Michelle Foy		
SIGNATURE:	/Michelle Foy/		

CH \$165.00 1187637

DATE SIGNED:

11/05/2017

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of November 1, 2017 between the signatories hereto (the “Grantor”) in favor of BMO HARRIS BANK N.A., as collateral agent for the Secured Parties (in such capacity, the “Administrative Agent”).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of January 13, 2017 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, United States Copyright Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Administrative Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications, but excluding any applications filed on an intent-to-use or like basis, in the United States Patent and Trademark Office (or any similar international or foreign office or any successor office) or any similar offices in any State of the United States or any other jurisdiction, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill and (iv) all rights corresponding to any of the foregoing throughout the world.

(b) (i) All patents, certificates of invention, utility models, industrial design registrations and similar property rights, all registrations and recordings thereof, and all applications for any of the foregoing, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any similar international or foreign office or any successor office), including those listed on Schedule 2 hereto, (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein and (iii) all rights corresponding to any of the foregoing throughout the world.

(c) (i) All copyright rights in any work subject to the copyright laws of any jurisdiction, whether as author, assignee, transferee or otherwise, and (ii) all registrations and applications for registration of any of the foregoing worldwide, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office (or any similar international or foreign office or any successor office), including those listed on Schedule 3 hereto.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks, Register of Copyrights of the United States and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

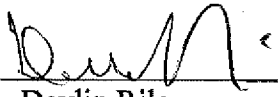
SECTION 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

Owensboro Specialty Polymers, Inc.
as Grantor

By: 
Name: Devlin Riley
Title: President and Chief Executive Officer

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006196 FRAME: 0866

BMO HARRIS BANK N.A.,
as Administrative Agent

By: 
Name: Dan Weeks
Title: Director

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006196 FRAME: 0867

SCHEDULE 1

TRADEMARKS

Owensboro Specially Polymers, Inc.

Country	Title	Application Number	IP Right Number	Filing Date	Registration Date
United States	Daran	73257312	1187637	4/8/1980	1/26/1982
United States	Daran	73422875	1278531	4/25/1983	5/22/1984
United States	Daratak	85344285	4087701	6/13/2011	1/17/2012
United States	Everflex	72167545	0766128	4/25/1963	3/10/1964
United States	Versaflax	72356200	0909870	4/07/1970	3/16/1971
United States	Serfene	72186184	0785856	2/06/1964	3/2/1965

SCHEDULE 2

PATENTS

(A) PATENTS

None.

(B) PATENT APPLICATIONS

None.

None.

SCHEDULE 3

COPYRIGHTS