TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448857

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Term Loan)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Venator Materials LLC (successor-in-interest to Venator Materials Corporation)		08/08/2017	Limited Liability Company: DELAWARE
Huntsman P&A Americas LLC (successor-in-interest to Huntsman Pigments Americas LLC, Rockwood Pigments NA, LLC and Rockwood Pigment NA, Inc.)		08/08/2017	Limited Liability Company: DELAWARE
Chemical Specialties LLC (successor-in-interest to Chemical Specialties, Inc.)		08/08/2017	Limited Liability Company: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	10 S. Dearborn
Internal Address:	7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2855474	CHAMELEON
Registration Number:	2437653	COPPERAS RED
Registration Number:	0901671	COPPER-COUNT
Registration Number:	1537097	DRYMAX
Registration Number:	2423903	FERRISPEC
Registration Number:	5112245	GRANUFIN
Registration Number:	5112244	GRANUMAT
Registration Number:	0828975	HYDROTINT
Registration Number:	2251231	KROMA RED
Registration Number:	1856118	M

CH $740.00 2855474

Property Type	Number	Word Mark
Registration Number:	3225083	MIX READY
Registration Number:	0365065	NUACT
Registration Number:	0409070	NUODEX
Registration Number:	0410530	NUODEX
Registration Number:	0345130	NUODEX
Registration Number:	0941200	NUXTRA
Registration Number:	2712453	OXY-SIX
Registration Number:	1299172	PREACT
Registration Number:	4237970	SOLAROX
Registration Number:	3464166	SPRAYCAST
Registration Number:	3225086	SUPRA-INSTANT
Registration Number:	3419591	REST EASY
Registration Number:	3223002	PHOSGUARD
Registration Number:	2887422	ROCKWOOD
Registration Number:	0109678	MAPICO
Serial Number:	86831892	CARBOFIN
Serial Number:	87155923	DAVIS COLORS
Serial Number:	87247886	VENATOR
Serial Number:	87301124	VENATOR

CORRESPONDENCE DATA

Fax Number: 6502515002

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: (650) 251-5094

Email: jmull@stblaw.com

Correspondent Name: Linda Nyberg

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509265/2044
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	10/27/2017

Total Attachments: 8

source=Venator - Trademark Security Agreement (Term Loan) (Execution Version)#page1.tif
source=Venator - Trademark Security Agreement (Term Loan) (Execution Version)#page2.tif
source=Venator - Trademark Security Agreement (Term Loan) (Execution Version)#page3.tif
source=Venator - Trademark Security Agreement (Term Loan) (Execution Version)#page4.tif
source=Venator - Trademark Security Agreement (Term Loan) (Execution Version)#page5.tif
source=Venator - Trademark Security Agreement (Term Loan) (Execution Version)#page6.tif

source=Venator - Trademark Security Agreement (Term Loan) (Execution Version)#page7.tif
source=Venator - Trademark Security Agreement (Term Loan) (Execution Version)#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of August 8, 2017 by Venator Materials LLC (successor-in-interest to Venator Materials Corporation), Huntsman P&A Americas LLC (successor-in-interest to Huntsman Pigments Americas LLC, Rockwood Pigments NA, LLC and Rockwood Pigment NA, Inc.) and Chemical Specialties LLC (successor-in-interest to Chemical Specialties, Inc.) (each, individually, a "Grantor" and, collectively, the "Grantors"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Term Loan Collateral Agreement dated as of August 8, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(i) (x) all United States trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, social and mobile media identifiers, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), and all renewals

thereof, and (y) all IP Agreements under which a Grantor is an exclusive licensee of registered or applied-for Trademarks, including, in the case of both (x) and (y), those listed on Schedule I;

(ii) all goodwill associated therewith or symbolized thereby;

(iii) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(iv) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement 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 the Grantors hereby acknowledge and affirm 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Trademark 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 of Trademarks record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in two or more counterparts, each of which will constitute an original but all of which when taken together will constitute but one contract, and will become effective as provided in Section 7.04 of the Security Agreement. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile or other electronic transmission will be as effective as delivery of a manually signed original.

SECTION 6. Governing Law. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, SHALL BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT.

[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.

CHEMICAL SPECIALTIES LLC, as a Grantor

HUNTSMAN P&A AMERICAS LLC, as a Grantor

VENATOR MATERIALS LLC, as a Grantor

By:_____
Name: Kurt D. Ogden
Title: Senior Vice President and Chief Financial Officer

[Signature Page to Term Loan Trademark Security Agreement]

Accepted and Agreed:
JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: Peter S. Predun
Name: Peter S. Predun
Title: Executive Director

[Signature Page to Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 006203 FRAME: 0273

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Renewal Due	Class	Registered Owner	Current Beneficial Owner
CARBOFIN	United States	Filed	86831892	November 25, 2015	N/A	N/A	N/A	2	Huntsman P&A Americas LLC	Huntsman P&A Americas LLC
CHAMELEON (stylized with design)	United States	Registered	76/146891	October 13, 2000	2855474	June 22, 2004	June 22, 2024	9	Rockwood Pigment NA, Inc.	Huntsman P&A Americas LLC
COPPERAS RED	United States	Registered	75/447804	March 10, 1998	2437653	March 20, 2001	March 20, 2021	2	Rockwood Pigment NA, Inc.	Huntsman P&A Americas LLC
COPPER-COUNT	United States	Registered	72351501	February 16, 1970	0901671	November 03, 1970	November 03, 2020	5	Chemical Specialties, Inc.	Chemical Specialties LLC
DAVIS COLORS	United States	Filed	87155923	August 30, 2016	N/A	N/A	N/A	1, 2	Huntsman P&A Americas LLC	Huntsman P&A Americas LLC
DRYMAX	United States	Registered	73/721971	April 12, 1988	1537097	May 02, 1989	May 02, 2019	2	Rockwood Pigment NA, Inc.	Huntsman P&A Americas LLC
FERRISPEC (Stylized)	United States	Registered	75/594369	November 24, 1998	2423903	January 23, 2001	January 23, 2021	2	Rockwood Pigment NA, Inc.	Huntsman P&A Americas LLC

Trademark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Renewal Due	Class	Registered Owner	Current Beneficial Owner
GRANUFIN	United States	Registered	86831838	November 25, 2015	5112245	January 03, 2017	January 03, 2027	2	Huntsman P&A Americas LLC	Huntsman P&A Americas LLC
GRANUMAT	United States	Registered	86831798	November 25, 2015	5112244	January 03, 2017	January 03, 2027	7	Huntsman P&A Americas LLC	Huntsman P&A Americas LLC
HYDROTINT	United States	Registered	72/248436	June 20, 1966	828975	May 23, 1967	May 23, 2027	1	Rockwood Pigment NA, Inc.	Huntsman P&A Americas LLC
KROMA RED	United States	Registered	75/439248	February 20, 1998	2251231	June 08, 1999	June 08, 2019	2	Rockwood Pigment NA, Inc.	Huntsman P&A Americas LLC
M and Design	United States	Registered	74/139493	February 14, 1991	1856118	September 27, 1994	September 27, 2024	1,2	Rockwood Pigment NA, Inc.	Huntsman P&A Americas LLC
MIX READY	United States	Registered	78/903107	June 07, 2006	3225083	April 03, 2007	April 03, 2027	2	Rockwood Pigment NA, Inc.	Huntsman P&A Americas LLC
NUACT	United States	Registered	71/411280	October 04, 1938	365065	February 21, 1939	February 21, 2019	2	Rockwood Pigment NA, Inc.	Huntsman P&A Americas LLC
NUODEX	United States	Registered	71468807	March 29, 1944	409070	September 12, 1944	September 12, 2024	1,2,3,4,5	Huntsman Pigments Americas LLC	Huntsman Pigments Americas LLC
NUODEX	United States	Registered	71472430	July 20, 1944	410530	November 28, 1944	November 28, 2024	16	Huntsman Pigments Americas LLC	Huntsman Pigments Americas LLC
NUODEX	United States	Registered	71386494	December 08, 1936	345130	April 13, 1937	April 13, 2027	2	Rockwood Pigment NA, Inc.	Huntsman P&A Americas LLC

Trademark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Renewal Due	Class	Registered Owner	Current Beneficial Owner
NUXTRA	United States	Registered	72/377940	December 04, 1970	941200	July 22, 1972	August 22, 2022	1	Rockwood Pigment NA, Inc.	Huntsman P&A Americas LLC
OXY-SIX	United States	Registered	76010434	March 27, 2000	2712453	May 06, 2003	May 06, 2023	1	Chemical Specialties, Inc.	Chemical Specialties LLC
PREACT (Stylized)	United States	Registered	73427090	May 23, 1983	1299172	October 09, 1984	October 09, 2024	1	Chemical Specialties, Inc.	Chemical Specialties LLC
SOLAROX	United States	Registered	77/592564	October 14, 2008	4237970	November 06, 2012	November 06, 2022	2	Rockwood Pigment NA, Inc.	Huntsman P&A Americas LLC
SprayCast	United States	Registered	78/771183	December 12, 2005	3464166	July 08, 2008	July 08, 2018	2	Rockwood Pigment NA, Inc.	Huntsman P&A Americas LLC
SUPRA-INSTANT	United States	Registered	78/903123	June 07, 2006	3225086	April 03, 2007	April 03, 2027	2	Rockwood Pigment NA, Inc.	Huntsman P&A Americas LLC
VENATOR	United States	Filed	87/247,886	November 25, 2016	N/A	N/A	N/A	1, 2, 3	Venator Materials Corporation	Venator Materials LLC
VENATOR and Design	United States	Filed	87301124	January 13, 2017	N/A	N/A	N/A	1, 2	Venator Materials Corporation	Venator Materials LLC
REST EASY	United States	Registered	77186337	May 21, 2007	3419591	April 29, 2008	N/A	1	Chemical Specialties, Inc.	Chemical Specialties LLC
PHOSGUARD	United States	Registered	78903066	June 7, 2006	3223002	March 27,2007	N/A	1	Rockwood Pigments NA, Inc.	Huntsman P&A Americas LLC
ROCKWOOD	United States	Registered	78052787	March 13, 2001	2887422	September 21, 2004	N/A	1	Rockwood Pigments NA, Inc.	Huntsman P&A Americas LLC

Trademark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Renewal Due	Class	Registered Owner	Current Beneficial Owner
MAPICO	United States	Registered	71088744	August 21, 1915	0109678	April 11, 1916	April 07, 2006	1	Rockwood Pigments NA, Inc.	Huntsman P&A Americas LLC

EXCLUSIVE LICENSES OF REGISTERED OR APPLIED-FOR TRADEMARKS

None.

RECORDED: 10/27/2017
TRADEMARK
REEL: 006203 FRAME: 0276