

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450066

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unifrax I LLC		11/07/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Lending Partners LLC, as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282-2198		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Registration Number:	1792636	AL-MOLDABLE	
Registration Number:	1511767	ANCHOR-LOC	
Registration Number:	3837239	ANCHOR-LOC	
Registration Number:	2406644	CC-MAX	
Serial Number:	86792034	COMBI-FILM	
Registration Number:	1887161	DURABACK	
Registration Number:	1060763	DURABLANKET	
Registration Number:	1887163	DURABOARD	
Registration Number:	1480798	DURASET	
Registration Number:	3740858	ELITE	
Registration Number:	1941437	EXCELFRACTION	
Registration Number:	0574223	FIBERFRACTION	
Registration Number:	0567698	FIBERFRACTION	
Registration Number:	0702089	FIBERFRACTION	
Registration Number:	2055727	FIBERMAT	
Registration Number:	1888487	FIBERMAT	
Registration Number:	1259418	FIBERMAX	
Registration Number:	2599391	FOAMFRACTION	
Registration Number:	2087712	FYREWRACTION	
TRADEMARK			

CH \$1090.00 1792636

Property Type	Number	Word Mark
Registration Number:	2845214	FYREWROP
Registration Number:	1850329	INSULFRAX
Registration Number:	2390773	INSULFRAX
Registration Number:	2498685	ISOFRAX
Registration Number:	2813981	ISOMAT
Registration Number:	3606423	ISOMAX
Registration Number:	1936464	LDS MOLDABLE
Registration Number:	5036830	METEO
Registration Number:	1887162	MOIST PAK-D
Registration Number:	4305557	PC-MAX
Registration Number:	1581511	POWER-LOC
Registration Number:	2192213	Q-FRAX
Registration Number:	1510964	SCREW LOC
Registration Number:	3580996	SILPLATE
Registration Number:	1523478	THREAD LOC
Registration Number:	2346455	UNIFRAX
Registration Number:	2346454	UNIFRAX
Registration Number:	0897192	VARI-FORM
Serial Number:	87070537	VC-MAX
Registration Number:	2216299	WELD-LOC
Registration Number:	1889283	XFP
Registration Number:	2019018	XPE
Registration Number:	2810559	XPE
Registration Number:	2409361	ANCHOR-LOC ELECTRIC

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 2028357500

Email: dcip@milbank.com

Correspondent Name: Kristin Yohannan, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 30045.35702

NAME OF SUBMITTER: Kristin L. Yohannan

SIGNATURE: /s/ Kristin L. Yohannan

DATE SIGNED: 11/07/2017

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of November 7, 2017, between UNIFRAX I LLC, a Delaware limited liability company (the “Grantor”), and GOLDMAN SACHS LENDING PARTNERS LLC, as Collateral Agent.

WHEREAS, the Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, UNIFRAX I LLC, a Delaware limited liability company (the “Borrower”), UFX HOLDING II CORPORATION, a Delaware corporation (“Holdings II”), UNIFRAX HOLDING CO., a Delaware corporation (“Unifrax Holdco”), the Subsidiary Guarantors from time to time party thereto, the Lenders party thereto from time to time and GOLDMAN SACHS LENDING PARTNERS LLC, in its capacity as administrative agent, collateral agent and security trustee, are parties to that certain Second Lien Credit Agreement, dated as of November 7, 2017 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to (i) that certain Second Lien Security Agreement, dated as of November 7, 2017 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “Second Lien Security Agreement”), among the Borrower, the other Grantors party thereto and Goldman Sachs Lending Partners LLC, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “Grantee”), and (ii) certain other Security Documents (including this Second Lien Trademark Security Agreement), the Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Second Lien Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Second Lien Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Second Lien Security Agreement, the Grantor hereby grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter acquired or arising:

- (i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) each Trademark License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto; and
- (iii) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

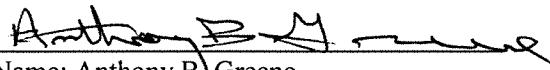
Upon any termination or release of the Trademark Collateral pursuant to paragraphs 15(a) through 15(c) of the Second Lien Security Agreement, the Collateral Agent shall, at the expense of the relevant Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions as such Grantor shall reasonably request in writing to evidence such termination or release of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Second Lien Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Second Lien Trademark Security Agreement and the provisions of the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Second Lien Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

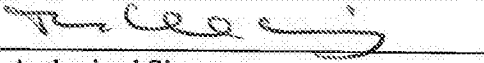
UNIFRAX I LLC

By: 
Name: Anthony B. Greene
Title: Executive Vice President, Chief Financial
Officer and Treasurer

Acknowledged:

GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By:



Authorized Signatory

Thomas M. Manning
Authorized Signatory

Schedule 1
to Second Lien Trademark Security Agreement

TRADEMARKS

Owner	Title	Application No.	Application Date	Registration No.	Registration Date	Status
Unifrax I LLC	AL-MOLDABLE	74/351,101	01/22/93	1,792,636	09/14/93	Registered
Unifrax I LLC	ANCHOR-LOC	73/712,837	02/22/88	1,511,767	11/08/88	Registered
Unifrax I LLC	ANCHOR-LOC	77/900,034	12/23/09	3,837,239	08/24/10	Registered
Unifrax I LLC	CC-MAX	75/382,788	10/31/97	2,406,644	11/21/00	Registered
Unifrax I LLC	COMBI-FILM	86/792,034	10/19/15			Pending
Unifrax I LLC	DURABACK	74/501,576	03/18/94	1,887,161	04/04/95	Registered
Unifrax I LLC	DURABLANKET	73/094,658	07/26/76	1,060,763	03/08/77	Registered
Unifrax I LLC	DURABOARD	74/501,628	03/18/94	1,887,163	04/04/95	Registered
Unifrax I LLC	DURASET	73/656,241	04/20/87	1,480,798	03/15/88	Registered
Unifrax I LLC	ELITE	77/569,956	09/15/08	3,740,858	01/19/10	Registered
Unifrax I LLC	EXCELFRAX	74/386,220	04/29/93	1,941,437	12/12/95	Registered
Unifrax I LLC	FIBERFRAX	71/615,478	06/21/51	574,223	05/12/53	Registered
Unifrax I LLC	FIBERFRAX	71/615,479	06/21/51	567,698	12/09/52	Registered
Unifrax I LLC	FIBERFRAX	72/074,374	05/25/59	702,089	08/02/60	Registered
Unifrax I LLC	FIBERMAT	74/491,628	01/25/94	2,055,727	04/22/97	Registered
Unifrax I LLC	FIBERMAT	74/501,603	03/18/94	1,888,487	04/11/95	Registered
Unifrax I LLC	FIBERMAX	73/380,793	08/19/82	1,259,418	11/29/83	Registered
Unifrax I LLC	FOAMFRAX	76/273,451	06/19/01	2,599,391	07/23/02	Registered
Unifrax I LLC	FYREWRAP	75/161,909	09/06/96	2,087,712	08/12/97	Registered
Unifrax I LLC	FYREWRAP	76/013,038	03/30/00	2,845,214	05/25/04	Registered
Unifrax I LLC	INSULFRAX	74/308,349	08/26/92	1,850,329	08/16/94	Registered
Unifrax I LLC	INSULFRAX	75/465,168	04/09/98	2,390,773	10/03/00	Registered
Unifrax I LLC	ISOFRAX	75/571,104	10/15/98	2,498,685	10/16/01	Registered
Unifrax I LLC	ISOMAT	76/976,143	08/29/00	2,813,981	02/10/04	Registered
Unifrax I LLC	ISOMAX	77/032,875	10/31/06	3,606,423	04/14/09	Registered
Unifrax I LLC	LDS MOLDABLE	74/501,604	03/18/94	1,936,464	11/21/95	Registered
Unifrax I LLC	METEO	85/954,513	06/08/13	5,036,830	09/06/16	Registered
Unifrax I LLC	MOIST PAK-D	74/501,577	03/18/94	1,887,162	04/04/95	Registered
Unifrax I LLC	PC-MAX	77/950,937	03/04/10	4,305,557	03/19/13	Registered
Unifrax I LLC	POWER-LOC	73/763,740	10/14/88	1,581,511	02/06/90	Registered
Unifrax I LLC	Q-FRAX	75/334,776	08/01/97	2,192,213	09/29/98	Registered
Unifrax I LLC	SCREW LOC	73/712,840	02/22/88	1,510,964	11/01/88	Registered
Unifrax I LLC	SILPLATE	77/040,175	11/09/06	3,580,996	02/24/09	Registered
Unifrax I LLC	THREAD LOC	73/712,836	02/17/88	1,523,478	02/07/89	Registered
Unifrax I LLC	UNIFRAX	75/480,388	05/06/98	2,346,455	05/02/00	Registered
Unifrax I LLC	UNIFRAX and Design	75/480,132	05/06/98	2,346,454	05/02/00	Registered
Unifrax I LLC	VARI-FORM	72/339,134	09/29/69	0,897,192	08/25/70	Registered
Unifrax I LLC	VC-MAX	87/070,537	06/14/16			Pending
Unifrax I LLC	WELD-LOC	75/390,146	11/14/97	2,216,299	01/05/99	Registered
Unifrax I LLC	XFP	74/370,464	03/19/93	1,889,283	04/11/95	Registered

Owner	Title	Application No.	Application Date	Registration No.	Registration Date	Status
Unifrax I LLC	XPE	74/732,041	09/18/95	2,019,018	11/26/96	Registered
Unifrax I LLC	XPE	78/189,145	11/26/02	2,810,559	02/03/04	Registered
Unifrax I LLC	ANCHOR-LOC ELECTRIC	75/622430	1/19/99	2,409,361	11/28/00	Registered

TRADEMARK LICENSES

None.