

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450068

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vacuform, Inc.		11/07/2017	Corporation: OHIO
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: 2			
Property Type	Number	Word Mark	
Registration Number:	3307162	VACUFORM	
Registration Number:	3317999	VACUFORM	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	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: 5			
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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 VACUFORM, INC., an Ohio corporation (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.

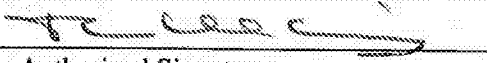
VACUFORM, INC.

By: Anthony B. Greene
Name: Anthony B. Greene
Title: Vice President

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
Vacuform, Inc.	VACUFORM	78/919,026	06/28/06	3,307,162	10/09/07	Registered
Vacuform, Inc.	VACUFORM & design	78/919,115	06/28/06	3,317,999	10/23/07	Registered

TRADEMARK LICENSES

None.