

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464322

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ascend Performance Materials Operations LLC		09/07/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	900 West Trade Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	85350145	A	
Serial Number:	77776837	ASCEND PERFORMANCE MATERIALS	
Serial Number:	86923259	FLEXAGEN	
Serial Number:	86923255	FLEXATRAC	
Serial Number:	86923252	FLEXATRIL	
Serial Number:	86923257	FLEXATRAM	
Serial Number:	86923238	HEXATRAN	
Serial Number:	86923242	HEXTRANIL	
Serial Number:	86925656	HEXTRANOL	
Serial Number:	86923236	PRIONIL	
Serial Number:	86923250	TRINOHEX	
Serial Number:	85896477	ULTRON OMBRÉ	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<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:	212-859-8000		
Email:	alana.rodriguez@friedfrank.com		
Correspondent Name:	Alana Rodriguez		

CH \$315.00 85350145

Address Line 1: 1 New York Plaza
Address Line 2: 26th Floor
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 9999-7114

NAME OF SUBMITTER: Alana Rodriguez

SIGNATURE: /Alana Rodriguez/

DATE SIGNED: 03/05/2018

Total Attachments: 7

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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this “Supplement to Trademark Security Agreement”) is made this 7th day of September, 2016, among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and BANK OF AMERICA, N.A., in its capacity as collateral agent for the Secured Creditors (together with its successors and assigns, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), dated as of April 10, 2012, by and among the lenders identified on the signature pages hereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a “Lender” and collectively as the “Lenders”), BANK OF AMERICA, N.A., as the collateral and administrative agent for the Lenders, ASCEND PERFORMANCE MATERIALS HOLDINGS INC., a Delaware corporation (“Holdings”), and ASCEND PERFORMANCE MATERIALS OPERATIONS LLC (f/k/a Ascend Performance Materials LLC), a Delaware limited liability company (“Borrower”), the Lenders are willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the term loans to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Creditors, that certain Security Agreement dated as of April 10, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”):

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Creditors, this Supplement to Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Domestic Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Secured Creditors, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

The relative priority interest and relative rights and remedies of the Secured Creditors under this Section 2 shall be subject to and governed by the terms of the Intercreditor Agreement. In the event of any inconsistency between the terms hereof and the terms of the Intercreditor Agreement, the terms of the Intercreditor Agreement shall control at any time the Intercreditor Agreement is in effect.

3. SECURITY FOR OBLIGATIONS. This Supplement to Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Supplement to Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Secured Creditors, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Supplement to Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Supplement to Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Supplement to Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Supplement to Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Supplement to Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

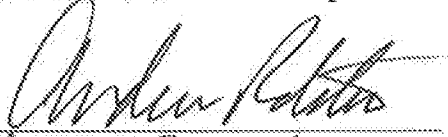
7. CONSTRUCTION. Unless the context of this Supplement to Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Supplement to Trademark Security Agreement or any other Loan Document refer to this Supplement to Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Supplement to Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Supplement to Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in accordance with the terms of the Credit Agreement of all Secured Obligations other than (i) unasserted contingent indemnification obligations and (ii) other obligations that are allowed by the applicable Hedge Banks and under the Credit Agreement to remain outstanding. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

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

GRANTORS:

Ascend Performance Materials Operations LLC

By: 
Name: ANDREW RALSTED
Title: VICE PRESIDENT & GENERAL COUNSEL

**ACCEPTED AND ACKNOWLEDGED BY:
BANK OF AMERICA, N.A.**

By: _____
Name: _____
Title: _____

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

GRANTORS:

Ascend Performance Materials Operations LLC

By: _____
Name: _____
Title: _____

**ACCEPTED AND ACKNOWLEDGED BY:
BANK OF AMERICA, N.A.**

By: Todd Haynes
Name: Todd Haynes
Title: Vice President

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademarks

Trademark/Service Mark	Registered Owner	Status	App. No.	App. Date	Reg. No.	Reg. Date
A Logo	Ascend Performance Materials Operations LLC	Registered	85350145	6/20/2011	4114231	3/20/2012
ASCEND PERFORMANCE MATERIALS	Ascend Performance Materials Operations LLC	Registered	77776837	7/8/2009	3966893	5/24/2011
FLEXAGEN	Ascend Performance Materials Operations LLC	Pending	86923259	2/29/2016		
FLEXATRAC	Ascend Performance Materials Operations LLC	Pending	86923255	2/29/2016		
FLEXATRAM	Ascend Performance Materials Operations LLC	Pending	86923257	2/29/2016		
FLEXATRIL	Ascend Performance Materials Operations LLC	Pending	86923252	2/29/2016		
HEXATRAN	Ascend Performance Materials Operations LLC	Pending	86923238	2/29/2016		
HEXTRANIL	Ascend Performance Materials Operations LLC	Pending	86923242	2/29/2016		
HEXTRANOL	Ascend Performance Materials Operations LLC	Pending	86925656	3/2/2016		
PRIONIL	Ascend Performance Materials Operations LLC	Pending	86923236	2/29/2016		
TRINOHEX	Ascend Performance Materials Operations LLC	Pending	86923250	2/29/2016		
ULTRON OMBRÉ	Ascend Performance Materials Operations LLC	Allowed	85896477	4/5/2013		

Trade Names

Common Law Trademarks

Trademark Licenses

TRADEMARK

REEL: 006283 FRAME: 0989

RECORDED: 03/05/2018