

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
W. R. Grace & Co.-Conn.		04/03/2018	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282-2198		
Entity Type:	bank: NEW YORK		
PROPERTY NUMBERS Total: 88			
Property Type	Number	Word Mark	
Registration Number:	4756698	ACHIEVE	
Registration Number:	2736132	ADVANTA	
Registration Number:	4071230	ALCYON	
Registration Number:	1265450	ALLTECH	
Registration Number:	4071228	ASTERA	
Registration Number:	0795991	CATALAGRAM	
Registration Number:	4539873	CONSISTA	
Registration Number:	1490721	CP	
Registration Number:	1834238	DARACLAR	
Registration Number:	2229578	DAVICAT	
Registration Number:	2732453	DAVISIL	
Registration Number:	2505595	DENOX	
Registration Number:	2285510	DESOX	
Registration Number:	2743553	D-PRISM	
Registration Number:	2637589	E-CATALYSTS	
Registration Number:	2767419	E-CATALYSTS	
Registration Number:	2780075		
Registration Number:	2779897	E-CATALYSTS.COM	
Registration Number:	4198999	ENCORE	

OP \$2215.00 4756698

Property Type	Number	Word Mark
Registration Number:	4118831	ENRICH
Registration Number:	3719353	FLOWMOTION
Registration Number:	1688336	G-CON
Registration Number:	3661638	GENESIS
Registration Number:	1347037	GR
Registration Number:	2203422	GRACE
Registration Number:	2206302	GRACE
Registration Number:	1607468	GRACE
Registration Number:	0733284	GRACE
Registration Number:	1751126	GRACE
Registration Number:	1758304	GRACE
Registration Number:	1813264	GRACE
Registration Number:	1995531	GRACE
Registration Number:	1995539	GRACE
Registration Number:	1998235	GRACE
Registration Number:	1437819	GRACE
Registration Number:	2090421	GRACE
Registration Number:	2090422	GRACE
Registration Number:	3665698	GRACE CONSTRUCTION PRODUCTS
Registration Number:	3688147	GRACE CONSTRUCTION PRODUCTS
Registration Number:	2105453	GSR
Registration Number:	4299270	HYAMPP
Registration Number:	3159332	IMPACT
Registration Number:	0503253	LUDOX
Registration Number:	1370778	LYNX
Registration Number:	0972141	MAGNAPORE
Registration Number:	2897694	MIDAS
Registration Number:	2311497	OLEFINSMAX
Registration Number:	2620434	OLEFINSULTRA
Registration Number:	1640119	ORION
Registration Number:	1907797	PHONOSORB
Registration Number:	3196898	PINNACLE
Registration Number:	2674581	POLIEDGE
Registration Number:	3393146	POLYTRAK
Registration Number:	0373979	PROTEK-SORB
Registration Number:	0397230	PROTEK-SORB
Registration Number:	0568355	PROTEK-SORB "121"
Registration Number:	0813260	RANEY

Property Type	Number	Word Mark
Registration Number:	4162205	REBEL
Registration Number:	1701058	RFG
Registration Number:	1337474	SHAC
Registration Number:	1447031	SHIELDEX
Registration Number:	3142460	SMART CATALYST SYSTEM
Registration Number:	2627781	SURCA
Registration Number:	2282048	SYLOBEAD
Registration Number:	1607904	SYLOBLOC
Registration Number:	1438809	SYLODENT
Registration Number:	0905707	SYLOID
Registration Number:	2151424	SYLOJET
Registration Number:	1820354	SYLOPOL
Registration Number:	1305597	SYLOSIV
Registration Number:	1516101	TRISYL
Registration Number:	1712890	VYDAC
Registration Number:	2298167	XNOX
Registration Number:	941208	ADSORBOSIL-
Registration Number:	2225944	DMA
Registration Number:	4080412	ENRICHING LIVES, EVERYWHERE.
Registration Number:	0523113	RAREOX
Registration Number:	4186611	REACTOR
Registration Number:	4232802	REDUCER
Registration Number:	4162207	REMEDY
Registration Number:	2103463	SPECTRA
Registration Number:	0861852	XPAL
Registration Number:	1910938	GRACE DAVISON
Registration Number:	1299175	MINISPHERES
Registration Number:	1299165	MINISPHERES
Registration Number:	1928569	MTX
Registration Number:	0411442	TEL-TALE
Registration Number:	0786609	VITROX

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 3129932647

Email: zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 330 North Wabash Avenue, Suite 2800

TRADEMARK

REEL: 006306 FRAME: 0576

Address Line 2:	Latham & Watkins LLP
Address Line 4:	Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049646-0436
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NAME OF SUBMITTER:	Zeynep Gieseke
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SIGNATURE:	/zg/
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DATE SIGNED:	04/03/2018
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Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated April 3, 2018, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Goldman Sachs Bank USA (“Goldman Sachs”), as collateral agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, W. R. Grace & Co., a Delaware corporation (“Holdings”), W. R. Grace & Co.-Conn., a Connecticut corporation (the “US Borrower”), the other Borrowers (as defined therein), Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other Person party thereto have entered into the Credit Agreement dated as of April 3, 2018 (the “Closing Date”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans and the L/C Issuers to issue Letters of Credit.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to Holdings, the Borrowers and the Restricted Subsidiaries.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”): the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. This IP 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 for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

W. R. GRACE & CO.-CONN., as Grantor

By: _____

Name: Jeremy Rahen

Title: Assistant Treasurer

Jurisdiction of Formation/Incorporation:

Connecticut

Address of Chief Executive Office:

7500 Grace Drive
Columbia, MD 21044

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006306 FRAME: 0580

GOLDMAN SACHS BANK USA,
as Collateral Agent

By:

Name:

Robert Ehudin

Title:

Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006306 FRAME: 0581

SCHEDULE A

INTELLECTUAL PROPERTY

TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademark	Country Name	App Number	Filing Date	Reg Number	Registration Date	Trademark Status	Owner
ACHIEVE	United States of America	86073986	9/25/2013	4756698	6/16/2015	Registered	W. R. Grace & Co.- Conn.
ADVANTA	United States of America	76/382292	3/14/2002	2736132	7/15/2003	Registered	W. R. Grace & Co.- Conn.
ALCYON	United States of America	77/949128	3/3/2010	4071230	12/13/2011	Registered	W. R. Grace & Co.- Conn.
ALLTECH	United States of America	73/379872	8/13/1982	1265450	1/31/1984	Registered	W. R. Grace & Co.- Conn.
ASTERA	United States of America	77/949114	3/3/2010	4071228	12/13/2011	Registered	W. R. Grace & Co.- Conn.
CATALAGRAM	United States of America	72208072	12/14/1964	0795991	9/14/1965	Registered	W. R. Grace & Co.- Conn.
CONSISTA	United States of America	85899822	4/10/2013	4539873	5/27/2014	Registered	W. R. Grace & Co.- Conn.
CP	United States of America	73/655556	4/16/1987	1490721	6/7/1988	Registered	W. R. Grace & Co.- Conn.
DARACLAR	United States of America	74/362997	3/1/1993	1834238	5/3/1994	Registered	W. R. Grace & Co.- Conn.
DAVICAT	United States of America	75/294620	5/19/1997	2229578	3/2/1999	Registered	W. R. Grace & Co.- Conn.
DAVISIL	United States of America	75/731876	6/18/1999	2732453	7/1/2003	Registered	W. R. Grace & Co.- Conn.

Trademark	Country Name	App Number	Filing Date	Reg Number	Registration Date	Trademark Status	Owner
DENOX	United States of America	75/580966	11/2/1998	2505595	11/6/2001	Registered	W. R. Grace & Co.- Conn.
DESOX	United States of America	75/576516	10/26/1998	2285510	10/12/1999	Registered	W. R. Grace & Co.- Conn.
D-PRISM	United States of America	76/248127	4/30/2001	2743553	7/29/2003	Registered	W. R. Grace & Co.- Conn.
E-CATALYSTS	United States of America	76/049485	5/16/2000	2637589	10/15/2002	Registered	W. R. Grace & Co.- Conn.
e-Catalysts and Logo	United States of America	76/220393	2/28/2001	2767419	9/23/2003	Registered	W. R. Grace & Co.- Conn.
e-Catalysts Logo (Design Only)	United States of America	76/220389	2/28/2001	2780075	11/4/2003	Registered	W. R. Grace & Co.- Conn.
E-CATALYSTS.COM	United States of America	76/049486	5/16/2000	2779897	11/4/2003	Registered	W. R. Grace & Co.- Conn.
ENCORE	United States of America	85058073	6/9/2010	4198999	8/28/2012	Registered	W. R. Grace & Co.- Conn.
ENRICH	United States of America	77465387	5/5/2008	4118831	3/27/2012	Registered	W. R. Grace & Co.- Conn.
FLOWMOTION	United States of America	77/427521	3/20/2008	3719353	12/1/2009	Registered	W. R. Grace & Co.- Conn.
G-CON	United States of America	74/078127	7/9/1990	1688336	5/19/1992	Registered	W. R. Grace & Co.- Conn.
GENESIS	United States of America	77/381333	1/26/2008	3661638	7/28/2009	Registered	W. R. Grace & Co.- Conn.
GR	United States of America	73/473397	4/2/1984	1347037	7/9/1985	Registered	W. R. Grace & Co.- Conn.

Trademark	Country Name	App Number	Filing Date	Reg Number	Registration Date	Trademark Status	Owner
GRACE	United States of America	74/724700	9/5/1995	2203422	11/17/1998	Registered	W. R. Grace & Co.- Conn.
GRACE	United States of America	74/724702	9/5/1995	2206302	12/1/1998	Registered	W. R. Grace & Co.- Conn.
GRACE	United States of America	74/000640	11/16/1989	1607468	7/24/1990	Registered	W. R. Grace & Co.- Conn.
GRACE	United States of America	72127007	8/31/1961	0733284	6/26/1962	Registered	W. R. Grace & Co.- Conn.
GRACE	United States of America	74/283853	6/11/1992	1751126	2/9/1993	Registered	W. R. Grace & Co.- Conn.
GRACE	United States of America	74/283852	6/11/1992	1758304	3/16/1993	Registered	W. R. Grace & Co.- Conn.
GRACE	United States of America	74/284097	6/12/1992	1813264	12/28/1993	Registered	W. R. Grace & Co.- Conn.
GRACE	United States of America	74/724704	9/5/1995	1995531	8/20/1996	Registered	W. R. Grace & Co.- Conn.
GRACE	United States of America	74/725339	9/5/1995	1995539	8/20/1996	Registered	W. R. Grace & Co.- Conn.
GRACE	United States of America	74/724701	9/5/1995	1998235	9/3/1996	Registered	W. R. Grace & Co.- Conn.
GRACE	United States of America	73/583490	2/18/1986	1437819	4/28/1987	Registered	W. R. Grace & Co.- Conn.
GRACE	United States of America	74/724703	9/5/1995	2090421	8/26/1997	Registered	W. R. Grace & Co.- Conn.
GRACE	United States of America	74/725329	9/5/1995	2090422	8/26/1997	Registered	W. R. Grace & Co.- Conn.

Trademark	Country Name	App Number	Filing Date	Reg Number	Registration Date	Trademark Status	Owner
GRACE CONSTRUCTION PRODUCTS	United States of America	77/488633	6/2/2008	3665698	8/11/2009	Registered	W. R. Grace & Co.- Conn.
GRACE CONSTRUCTION PRODUCTS	United States of America	77/488630	6/2/2008	3688147	9/29/2009	Registered	W. R. Grace & Co.- Conn.
GSR	United States of America	75186795	10/24/1996	2105453	10/14/1997	Registered	W. R. Grace & Co.- Conn.
HYAMPP	United States of America	85563171	3/7/2012	4299270	3/5/2013	Registered	W. R. Grace & Co.- Conn.
IMPACT	United States of America	76/487042	2/3/2003	3159332	10/17/2006	Registered	W. R. Grace & Co.- Conn.
LUDOX (stylized)	United States of America	71/543577	12/6/1947	0503253	10/19/1948	Registered	W. R. Grace & Co.- Conn.
LYNX	United States of America	73536722	5/9/1985	1370778	11/19/1985	Registered	W. R. Grace & Co.- Conn.
MAGNAPORE	United States of America	72/425484	5/25/1972	0972141	11/6/1973	Registered	W. R. Grace & Co.- Conn.
MIDAS	United States of America	76/388890	3/28/2002	2897694	10/26/2004	Registered	W. R. Grace & Co.- Conn.
OlefinsMax (stylized)	United States of America	75/598306	12/2/1998	2311497	1/25/2000	Registered	W. R. Grace & Co.- Conn.
OlefinsUltra	United States of America	76235943	4/5/2001	2620434	9/17/2002	Registered	W. R. Grace & Co.- Conn.
ORION	United States of America	74/066963	6/8/1990	1640119	4/9/1991	Registered	W. R. Grace & Co.- Conn.
PHONOSORB	United States of America	74/452651	10/14/1993	1907797	7/25/1995	Registered	W. R. Grace & Co.- Conn.

Trademark	Country Name	App Number	Filing Date	Reg Number	Registration Date	Trademark Status	Owner
PINNACLE	United States of America	78/870830	4/27/2006	3196898	1/9/2007	Registered	W. R. Grace & Co.- Conn.
PoliEdge	United States of America	76/355539	1/4/2002	2674581	1/14/2003	Registered	W. R. Grace & Co.- Conn.
POLYTRAK	United States of America	78/789408	1/11/2006	3393146	3/4/2008	Registered	W. R. Grace & Co.- Conn.
PROTEK-SORB	United States of America	71422466	8/10/1939	0373979	12/26/1939	Registered	W. R. Grace & Co.- Conn.
PROTEK-SORB	United States of America	71451965	3/28/1942	0397230	8/25/1942	Registered	W. R. Grace & Co.- Conn.
PROTEK-SORB 121 (Stylized/Design)	United States of America	71627049	3/26/1952	0568355	12/23/1952	Registered	W. R. Grace & Co.- Conn.
RANEY	United States of America	72/208361	12/17/1964	0813260	8/23/1966	Registered	W. R. Grace & Co.- Conn.
REBEL	United States of America	85291823	4/11/2011	4162205	6/19/2012	Registered	W. R. Grace & Co.- Conn.
RFG	United States of America	74/129843	1/9/1991	1701058	7/14/1992	Registered	W. R. Grace & Co.- Conn.
SHAC	United States of America	73505836	10/26/1984	1337474	5/28/1985	Registered	W. R. Grace & Co.- Conn.
SHIELDEX	United States of America	73/635743	12/16/1986	1447031	7/14/1987	Registered	W. R. Grace & Co.- Conn.
SmART Catalyst System (stylized)	United States of America	76/230594	3/26/2001	3142460	9/12/2006	Registered	W. R. Grace & Co.- Conn.
SuRCA	United States of America	76/247538	4/30/2001	2627781	10/1/2002	Registered	W. R. Grace & Co.- Conn.

Trademark	Country Name	App Number	Filing Date	Reg Number	Registration Date	Trademark Status	Owner
SYLOBEAD	United States of America	75/359236	9/18/1997	2282048	9/28/1999	Registered	W. R. Grace & Co.- Conn.
SYLOBLOC	United States of America	73/835366	11/1/1989	1607904	7/31/1990	Registered	W. R. Grace & Co.- Conn.
SYLODENT	United States of America	73/617444	8/29/1986	1438809	5/12/1987	Registered	W. R. Grace & Co.- Conn.
SYLOID	United States of America	72324587	4/15/1969	0905707	1/12/1971	Registered	W. R. Grace & Co.- Conn.
SYLOJET	United States of America	75/174594	9/30/1996	2151424	4/14/1998	Registered	W. R. Grace & Co.- Conn.
SYLOPOL	United States of America	74/226134	11/29/1991	1820354	2/8/1994	Registered	W. R. Grace & Co.- Conn.
SYLOSIV	United States of America	73/421747	4/15/1983	1305597	11/20/1984	Registered	W. R. Grace & Co.- Conn.
TRISYL	United States of America	73/728738	5/13/1988	1516101	12/13/1988	Registered	W. R. Grace & Co.- Conn.
VYDAC	United States of America	74/216278	10/24/1991	1712890	9/8/1992	Registered	W. R. Grace & Co.- Conn.
XNOX	United States of America	75-582192	11/2/1998	2298167	12/7/1999	Registered	W. R. Grace & Co.- Conn.
ADSORBOSIL	United States of America	72/386061	3/11/1971	941208	8/22/1972	Registered*	W. R. Grace & Co.- Conn.
DMA	United States of America	75/427617	2/2/1998	2225944	2/23/1999	Registered*	W. R. Grace & Co.- Conn.
ENRICHING LIVES, EVERYWHERE.	United States of America	77/686586	3/9/2009	4080412	1/3/2012	Registered*	W. R. Grace & Co.- Conn.

Trademark	Country Name	App Number	Filing Date	Reg Number	Registration Date	Trademark Status	Owner
RAREOX	United States of America	71/566421	9/2/1948	0523113	3/28/1950	Registered*	W. R. Grace & Co.- Conn.
ReactoR	United States of America	85501183	12/21/2011	4186611	8/7/2012	Registered*	W. R. Grace & Co.- Conn.
ReduceR	United States of America	85501172	12/21/2011	4232802	10/30/2012	Registered*	W. R. Grace & Co.- Conn.
REMEDY	United States of America	85291836	4/11/2011	4162207	6/19/2012	Registered*	W. R. Grace & Co.- Conn.
SPECTRA	United States of America	75/186796	10/24/1996	2103463	10/7/1997	Registered*	W. R. Grace & Co.- Conn.
XPAL	United States of America	72/281074	9/25/1967	0861852	12/17/1968	Registered*	W. R. Grace & Co.- Conn.
GRACE DAVISON	United States of America	74472740	12/23/1993	1910938	8/15/1995	Registered*	W. R. Grace & Co.- Conn.
MINISPHERES	United States of America	73430173	6/13/1983	1299175	10/9/1984	Registered*	W. R. Grace & Co.- Conn.
MINISPHERES	United States of America	73411716	1/31/1983	1299165	10/9/1984	Registered*	W. R. Grace & Co.- Conn.
MTX	United States of America	74436534	9/17/1993	1928569	10/17/1995	Registered*	W. R. Grace & Co.- Conn.
TEL-TALE	United States of America	71472889	8/3/1944	0411442	1/16/1945	Registered*	W. R. Grace & Co.- Conn.
VITROX	United States of America	72184118	1/6/1964	0786609	3/16/1965	Registered*	W. R. Grace & Co.- Conn.

*Company does not intend to renew/maintain this registration.