

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468142

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |
| <b>SEQUENCE:</b>             | 2                 |

## CONVEYING PARTY DATA

| Name   | Formerly | Execution Date | Entity Type                         |
|--|----------|----------------|-------------------------------------|
| Prince Erachem Inc.                                  |          | 03/29/2018     | Corporation: MARYLAND               |
| Prince Minerals LLC (formerly Prince Minerals, Inc.) |          | 03/29/2018     | Limited Liability Company: DELAWARE |
| Prince Energy LLC                                    |          | 03/29/2018     | Limited Liability Company: DELAWARE |

## RECEIVING PARTY DATA

|                        |   |
|------------------------|---|
| <b>Name:</b>           | Goldman Sachs Lending Partners LLC, as Collateral Agent |
| <b>Street Address:</b> | 200 West Street   |
| <b>City:</b>           | New York  |
| <b>State/Country:</b>  | NEW YORK  |
| <b>Postal Code:</b>    | 10282   |
| <b>Entity Type:</b>    | Limited Liability Company: DELAWARE                     |

## PROPERTY NUMBERS Total: 57

| Property Type        | Number  | Word Mark                    |
|----------------------|---------|------------------------------|
| Registration Number: | 5030230 | ERACHEM                      |
| Registration Number: | 4375943 | ERACHEM COMILOG              |
| Registration Number: | 2594353 | ERACHEM COMILOG              |
| Registration Number: | 4375949 | ERACHEM COMILOG              |
| Registration Number: | 2601063 | ERACHEM COMILOG              |
| Registration Number: | 4432413 | TECMANGAM                    |
| Registration Number: | 4788120 | PRINCE MINERALS, INC.        |
| Registration Number: | 4726072 | PRINCE MINERALS              |
| Registration Number: | 4792845 | GRANU-SPECK                  |
| Registration Number: | 4698303 | DENSFIL                      |
| Registration Number: | 4698302 | DENSFIL IND                  |
| Registration Number: | 4694561 | RED CROWN ANTIQUE SPOT       |
| Registration Number: | 4792861 | RED CROWN APPLIED FLASHES    |
| Registration Number: | 4702519 | RED CROWN BARIUM CARBONATE   |
| Registration Number: | 4694568 | RED CROWN CALCINED COLORANTS |

TRADEMARK

| Property Type        | Number  | Word Mark                            |
|----------------------|---------|--------------------------------------|
| Registration Number: | 4698408 | RED CROWN DRY APPLIED COLORANTS      |
| Registration Number: | 4694569 | RED CROWN DRY APPLIED SAND COLORANTS |
| Registration Number: | 4706736 | RED CROWN ENGINEERED ENGOBES         |
| Registration Number: | 4691011 | RED CROWN GLAZES                     |
| Registration Number: | 4694571 | RED CROWN IRON OXIDES                |
| Registration Number: | 4702527 | RED CROWN LIQUID SPRAY COLORS        |
| Registration Number: | 4694573 | RED CROWN MANGANESE SULFATE          |
| Registration Number: | 4719058 | RED CROWN SAND STAIN MIXES           |
| Registration Number: | 4702528 | RED CROWN SPODUMENE                  |
| Registration Number: | 4694574 | RED CROWN TRANSLUCENT ENGOBES        |
| Registration Number: | 4694575 | RED CROWN VARI-TONE ENGOBES          |
| Registration Number: | 4702530 | RED CROWN VITREOUS AGGREGATES        |
| Registration Number: | 4801936 | E SHIELD                             |
| Registration Number: | 4806423 | E CAST                               |
| Registration Number: | 4698259 | MASTERTOP                            |
| Registration Number: | 4698260 | SLAG-GETTER                          |
| Registration Number: | 3321115 | GLASSOX                              |
| Registration Number: | 3168380 | PYROLOX                              |
| Registration Number: | 2334660 | CHROMOX                              |
| Registration Number: | 2310942 | MAGNAFLOAT                           |
| Registration Number: | 2279313 | BRICKOX                              |
| Registration Number: | 1088421 | GRANUSOL                             |
| Registration Number: | 3608838 | REDCAST                              |
| Registration Number: | 3608837 | BLACKCAST                            |
| Registration Number: | 3605715 | CHROMECAST                           |
| Registration Number: | 3605716 | ZIR-CAST                             |
| Registration Number: | 3608839 | PYRITEMAX                            |
| Registration Number: | 3953410 | LIGNIN LS-50                         |
| Registration Number: | 3950463 | BRICKMAX                             |
| Registration Number: | 3950461 | SURE START                           |
| Registration Number: | 2541388 | METALLPUR                            |
| Registration Number: | 1880296 | VEINSEAL                             |
| Registration Number: | 3950464 | PRINCESEAL                           |
| Registration Number: | 2702268 | IGC TECHNOLOGIES                     |
| Registration Number: | 1902265 | PRINCE                               |
| Registration Number: | 3411348 | PRINCE                               |
| Registration Number: | 4353509 | PRONTO PLUG                          |
| Registration Number: | 4989160 | PRIMO                                |

| Property Type        | Number  | Word Mark                 |
|----------------------|---------|---------------------------|
| Registration Number: | 4353510 | FIBERFLUID                |
| Registration Number: | 4834481 | PRINCE SOURCE TO SOLUTION |
| Registration Number: | 4834480 | PRINCE                    |
| Registration Number: | 4834482 |                           |

**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:** 202-835-7500  
**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

|                                |                         |
|--------------------------------|-------------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 30045-98114             |
| <b>NAME OF SUBMITTER:</b>      | Kristin L. Yohannan     |
| <b>SIGNATURE:</b>              | /s/ Kristin L. Yohannan |
| <b>DATE SIGNED:</b>            | 04/02/2018              |

**Total Attachments: 6**  
source=Project Empire - Second Lien Trademark Security Agreement (Executed)\_(52#page1.tif  
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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 29, 2018, between **PRINCE ERACHEM INC.**, a Maryland corporation (“**PEI**”), **PRINCE MINERALS LLC**, a Delaware limited liability company (“**Prince Minerals**”) and **PRINCE ENERGY LLC**, a Delaware limited liability company (“**Prince Energy**”, and together with PEI and Prince Minerals, each a “**Grantor**”, and collectively, the “**Grantors**”), and GOLDMAN SACHS LENDING PARTNERS LLC, as Collateral Agent.

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

WHEREAS, ASP PRINCE MERGER SUB, INC., a Delaware corporation, ASP PRINCE FINANCING MERGER SUB I, INC., a Delaware corporation, ASP PRINCE FINANCING MERGER SUB II, INC., a Maryland corporation, PMHC II, INC., a Delaware corporation (following the consummation of the Acquisition, the “**Borrower Representative**”), PRINCE INTERNATIONAL CORPORATION, a Delaware corporation (“**PIC**”), PRINCE ERACHEM INC., a Maryland corporation (“**PEI**”, and, together with the Borrower Representative and PIC, the “**Borrowers**”), ASP PRINCE INTERMEDIATE HOLDINGS, INC., a Delaware corporation (“**Holdings**”), certain Subsidiaries from time to time party thereto, as Subsidiary Guarantors, the banks and financial institutions listed on the signature pages thereto or that become parties thereto after the Closing Date, as Lenders and GOLDMAN SACHS LENDING PARTNERS LLC, as Collateral Agent and Administrative Agent, are parties to that certain Second Lien Credit Agreement, dated as of March 29, 2018 (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 March 29, 2018 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Second Lien Security Agreement**”), among the Borrower Representative, the Borrowers, Holdings, 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 Grantors secure the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantors, including all right, title and interest of the Grantors 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 Grantors hereby grant to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantors’ rights, 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 respective 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 respective 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 Grantors to the Grantee pursuant to the Second Lien Security Agreement. The Grantors acknowledge and affirm 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 Grantors have caused this Second Lien Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

PRINCE ERACHEM INC.

PRINCE MINERALS LLC

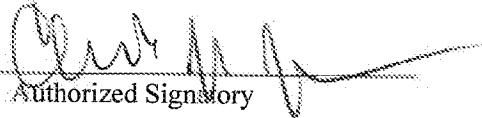
PRINCE ENERGY LLC

By: \_\_\_\_\_

  
Name: J. Willson Kopp  
Title: President

Acknowledged:

GOLDMAN SACHS LENDING PARTNERS LLC,  
as Collateral Agent

By:   
Authorized Signatory

C.D. JOHNSTON

Schedule 1  
to Second Lien Trademark Security Agreement

**TRADEMARKS**

| Mark                                 | Serial No. | Grantor             | Reg. Date | Reg. No. |
|--------------------------------------|------------|---------------------|-----------|----------|
| ERACHEM                              | 86/768,745 | Prince Erachem Inc. | 8/30/16   | 5030230  |
| ERACHEM COMILOG                      | 85/804,024 | Prince Erachem Inc. | 7/30/13   | 4375943  |
| ERACHEM COMILOG                      | 76/336,487 | Prince Erachem Inc. | 7/16/02   | 2594353  |
| ERACHEM COMILOG and Design           | 85/804,096 | Prince Erachem Inc. | 7/30/13   | 4375949  |
| ERACHEM COMILOG and Design           | 76/336,486 | Prince Erachem Inc. | 7/30/16   | 2601063  |
| TECMANGAM (CLASS 1)                  | 85/894,491 | Prince Erachem Inc. | 11/12/13  | 4432413  |
| Prince Minerals, Inc. (words only)   | 86014265   | Prince Minerals LLC | 8/11/15   | 4788120  |
| PRINCE MINERALS (stylized)           | 86014296   | Prince Minerals LLC | 4/28/15   | 4726072  |
| Granu-Speck                          | 86177138   | Prince Minerals LLC | 8/18/15   | 4792845  |
| Densfil                              | 86177032   | Prince Minerals LLC | 3/10/15   | 4698303  |
| Densfil IND                          | 86177007   | Prince Minerals LLC | 3/10/15   | 4698302  |
| Red Crown Antique Spot               | 86205169   | Prince Minerals LLC | 3/3/15    | 4694561  |
| Red Crown Applied Flashes            | 86205189   | Prince Minerals LLC | 8/18/15   | 4792861  |
| Red Crown Barium Carbonate           | 86205213   | Prince Minerals LLC | 3/17/15   | 4702519  |
| Red Crown Calcined Colorants         | 86206293   | Prince Minerals LLC | 3/3/15    | 4694568  |
| Red Crown Dry Applied Colorants      | 86206307   | Prince Minerals LLC | 3/10/15   | 4698408  |
| Red Crown Dry Applied Sand Colorants | 86206328   | Prince Minerals LLC | 3/3/15    | 4694569  |
| Red Crown Engineered Engobes         | 86206342   | Prince Minerals LLC | 3/24/15   | 4706736  |
| Red Crown Glazes                     | 86206355   | Prince Minerals LLC | 2/24/15   | 4691011  |
| Red Crown Iron Oxides                | 86206437   | Prince Minerals LLC | 3/3/15    | 4694571  |
| Red Crown Liquid Spray Colors        | 86206847   | Prince Minerals LLC | 3/17/15   | 4702527  |
| Red Crown Manganese Sulfate          | 86206852   | Prince Minerals LLC | 3/3/15    | 4694573  |
| Red Crown Sand Stain Mixes           | 86206853   | Prince Minerals LLC | 4/4/15    | 4719058  |
| Red Crown Spodumene                  | 86206857   | Prince Minerals LLC | 3/17/15   | 4702528  |
| Red Crown Translucent Engobes        | 86206858   | Prince Minerals LLC | 3/3/15    | 4694574  |
| Red Crown Vari-Tone Engobes          | 86206860   | Prince Minerals LLC | 3/3/15    | 4694575  |
| Red Crown Vitreous Aggregates        | 86206863   | Prince Minerals LLC | 3/17/15   | 4702530  |
| E-Shield                             | 86168834   | Prince Minerals LLC | 9/1/15    | 4801936  |
| E-Cast                               | 86168788   | Prince Minerals LLC | 9/8/15    | 4806423  |
| MasterTop                            | 86168855   | Prince Minerals LLC | 3/10/15   | 4698259  |
| Slag-Getter                          | 86168871   | Prince Minerals LLC | 3/10/15   | 4698260  |
| Glassox                              | 78806132   | Prince Minerals LLC | 10/23/07  | 3321115  |
| Pyrolox                              | 78772902   | Prince Minerals LLC | 11/7/06   | 3168380  |
| Chromox                              | 75530822   | Prince Minerals LLC | 3/28/00   | 2334660  |
| Magnafloat                           | 75530449   | Prince Minerals LLC | 1/25/00   | 2310942  |



| Mark  | Serial No. | Grantor             | Reg. Date | Reg. No. |
|---|------------|---------------------|-----------|----------|
| Brickox                                     | 75530249   | Prince Minerals LLC | 9/21/99   | 2279313  |
| Granusol                                    | 73076121   | Prince Minerals LLC | 4/4/78    | 1088421  |
| Redcast                                     | 77578007   | Prince Minerals LLC | 4/21/09   | 3608838  |
| Blackcast                                   | 77577948   | Prince Minerals LLC | 4/21/09   | 3608837  |
| Chromecast                                  | 77563740   | Prince Minerals LLC | 4/14/09   | 3605715  |
| Zir-Cast                                    | 77563748   | Prince Minerals LLC | 4/14/09   | 3605716  |
| Pyritemax                                   | 77578049   | Prince Minerals LLC | 4/21/09   | 3608839  |
| Lignin LS-50                                | 77959252   | Prince Minerals LLC | 5/3/11    | 3953410  |
| Brickmax                                    | 85107434   | Prince Minerals LLC | 4/26/11   | 3950463  |
| Surestart                                   | 85107401   | Prince Minerals LLC | 4/26/11   | 3950461  |
| Metallpur                                   | 75904929   | Prince Minerals LLC | 2/19/02   | 2541388  |
| Veinseal                                    | 74470769   | Prince Minerals LLC | 2/28/95   | 1880296  |
| Princeseal                                  | 85107445   | Prince Minerals LLC | 4/26/11   | 3950464  |
| IGC Technologies                            | 76398819   | Prince Minerals LLC | 4/1/03    | 2702268  |
| Prince (crown above words)                  | 74516225   | Prince Minerals LLC | 7/4/95    | 1902265  |
| Prince (crown above words)                  | 77063430   | Prince Minerals LLC | 4/15/08   | 3411348  |
| Pronto Plug                                 | 85753585   | Prince Energy LLC   | 6/18/13   | 4353509  |
| PRIMO                                       | 86306489   | Prince Energy LLC   | 6/28/16   | 4989160  |
| Fiberfluid                                  | 85753588   | Prince Energy LLC   | 6/18/13   | 4353510  |
| PRINCE SOURCE TO SOLUTION (with crown logo) | 86245259   | Prince Minerals LLC | 10/20/15  | 4834481  |
| PRINCE (with crown logo)                    | 86245241   | Prince Minerals LLC | 10/20/15  | 4834480  |
| Crown logo                                  | 86245266   | Prince Minerals LLC | 10/20/15  | 4834482  |