

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468140

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Prince Erachem Inc.		03/29/2018	Corporation: MARYLAND
Prince Minerals LLC		03/29/2018	Limited Liability Company: DELAWARE
Prince Energy LLC	formerly Grinding and Sizing Company LLC	03/29/2018	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
Entity Type:	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

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

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST 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 First 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 First 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 “**First 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 First 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 First Lien Security Agreement (or whose definitions are incorporated by reference in Section 1 of the First 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 First 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 First 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 First 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 First 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 First Lien Trademark Security Agreement and the provisions of the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall govern.

[Signature Pages Follow]


IN WITNESS WHEREOF, the Grantors have caused this First 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

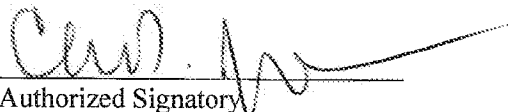
PRINCE ENERGY LLC

By:


Name: J. Wilson Ropp
Title: President

Acknowledged:

GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By: 
Authorized Signatory
C.D. JOHNSTON

**Schedule 1
to First 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