

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AOC, LLC		08/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., London Branch, as Collateral Agent		
Street Address:	33 Canada Square		
Internal Address:	Canary Wharf		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5LB		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	2625477	ALTEK	
Registration Number:	2066171	AOC	
Registration Number:	2824930	AOCPORT	
Registration Number:	1553386	ATRYL	
Registration Number:	3799448	ECOTEK	
Registration Number:	2441299	FIREPEL	
Registration Number:	1572710	HYDROPEL	
Registration Number:	3291864	HYDROPEL	
Registration Number:	3946086	MOLDTRU	
Registration Number:	2571815	PULTRU	
Registration Number:	2670289	RESIN.NOW	
Registration Number:	1618223	VIBRIN	
Registration Number:	1742046	VIBRIN	
Registration Number:	2234962	VICAST	
Registration Number:	3158190	VICAST	
Registration Number:	2461679	VIPEL	
Serial Number:	87473698	CHROMA-TEK	
Serial Number:	87239051	YOUR FORMULA FOR SUCCESS	
TRADEMARK			

CH \$465.00 2625477

CORRESPONDENCE DATA**Fax Number:** 2024083141

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: 2024083141**Email:** jean.paterson@cscglobal.com**Correspondent Name:** CSC**Address Line 1:** 1090 Vermont Avenue, NW**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	329404-10
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NAME OF SUBMITTER:	Jean Paterson
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SIGNATURE:	/jep/
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DATE SIGNED:	08/01/2018
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of August 1, 2018, by AOC, LLC (the "*Grantor*"), in favor of CITIBANK, N.A., LONDON BRANCH in its capacity as collateral agent (in such capacity, the "*Collateral Agent*").

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain U.S. Security Agreement dated as of August 1, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*U.S. Security Agreement*") in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the U.S. Security Agreement and used herein have the meanings given to them in the U.S. Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*"):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I;
- (b) all goodwill associated therewith or symbolized thereby;

- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the U.S. Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall control.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

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

AOC, LLC,
as a Grantor

By



Name: T. Michael Bayless

Title: Vice President, Finance and Chief Financial Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006400 FRAME: 0285

Accepted and Agreed:
CITIBANK, N.A., LONDON BRANCH,
as Collateral Agent

By John A. Kane

Name: John Kane
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademarks

Trademark	Owner	Reg. No.	Reg. Date
ALTEK	AOC, LLC	2,625,477	24-Sep-2002
AOC (STYLIZED)	AOC, LLC	2,066,171	03-Jun-1997
AOCPORT	AOC, LLC	2,824,930	23-Mar-2004
ATRYL	AOC, LLC	1,553,386	29-Aug-1989
ECOTEK	AOC, LLC	3,799,448	08-Jun-2010
FIREPEL	AOC, LLC	2,441,299	03-Apr-2001
HYDROPEL	AOC, LLC	1,572,710	11-Sep-2007
HYDROPEL	AOC, LLC	3291864	9/11/2007
MOLDTRU	AOC, LLC	3,946,086	26-Dec-1989
PULTRU	AOC, LLC	2,571,815	12-Apr-2011
RESIN.NOW	AOC, LLC	2,670,289	21-May-2002
VIBRIN	AOC, LLC	1,618,223	23-Oct-1990
VIBRIN	AOC, LLC	1,742,046	22-Dec-1992
VICAST	AOC, LLC	2,234,962	23-Mar-1999
VICAST	AOC, LLC	3,158,190	17-Oct-2006
VIPEL	AOC, LLC	2,461,679	19-Jun-2001

Trademark Applications

Trademark	Owner	Application No.	Filing Date
CHROMA-TEK	AOC, LLC	87/473,698	02-Jun-2017
YOUR FORMULA FOR SUCCESS	AOC, LLC	87/239,051	16-Nov-2016