TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM484463

ı	SUBMISSION TYPE:	NEW ASSIGNMENT
	NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Polymer Additives, Inc.		07/31/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4953096	VALTRIS
Registration Number:	2674257	SYNPRO
Registration Number:	1063622	UV-CHEK
Registration Number:	1045181	PLAS-CHEK
Registration Number:	1041570	THERM-CHEK
Registration Number:	1041567	CATA-CHEK
Registration Number:	1011327	MICRO-CHEK
Registration Number:	0265127	SANTICIZER

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 8007130755

Email: Michael.Violet@wolterskluwer.com

CT Corporation **Correspondent Name:**

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/

DATE SIGNED:	08/02/2018	
Total Attachments: 6		
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.			
1. Name of conveying party(ies):			
Polymer Additives, Inc.	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? Deutsche Bank AG New York Branch, as Collateral Agent		
☐ Individual(s) ☐ Association ☐ Partnership ☐ Limited Partnership	Street Address: 60 Wall Street City: New York		
○ Corporation- State: Delaware ○ Other	State: NY Country: USA Zip: _10005 Individual(s) Citizenship		
Additional names of conveying parties attached? Yes No. 3. Nature of conveyance/Execution Date(s): Execution Date(s) July 31, 2018 Assignment Merger Security Agreement Change of Name Other_	Association Citizenship Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Cother Bank Citizenship USA If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)		
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) C. Identification or Description of Trademark(s) (and Filing)	B. Trademark Registration No.(s) See attached Schedule I Additional sheet(s) attached?		
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Doris Ka, Legal Assistant	6. Total number of applications and registrations involved:		
Internal Address: Cahill Gordon & Reindel LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$		
Street Address: 80 Pine Street	Authorized to be charged to deposit account Enclosed		
City: New York State: NY Zip: 10005 Phone Number: (212) 701-3569	8. Payment Information:		
Docket Number: 05501.442 (Green.Valtris) Email Address: dka@cahill.com	Deposit Account NumberAuthorized User Name		
9. Signature: Signature Doris Ka Name of Person Signing	August 1, 2018 Date Total number of pages including cover sheet, attachments, and document: 6		

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is entered into as of July 31, 2018, by and among **POLYMER ADDITIVES, INC.**, a Delaware corporation ("<u>Grantor</u>"), and **DEUTSCHE BANK AG NEW YORK BRANCH**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "<u>Collateral Agent</u>").

WITNESSETH:

WHEREAS, Grantor is party to a First Lien Pledge and Security Agreement, dated as of July 31, 2018 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of Grantor ("<u>Trademark Collateral</u>"):

- (a) Trademarks of Grantor listed on <u>Schedule I</u> attached hereto constituting Collateral;
 - (b) all goodwill associated with such Trademarks; and
 - (c) all proceeds of any and all of the foregoing.

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 Security Agreement, and 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 Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement (without recourse or warranty of any kind, either express or implied).

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. <u>GOVERNING LAW</u>. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, 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.

POLYMER ADDITIVES, INC.

By: /////
Name: Matthew Keshian

Title: Vice President and Assistant Secretary

[Signature Page to First Lien Trademark Security Agreement]

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,

as Collateral Agent

By:

Name: Title: Maria Guinchard

le: Vice President

By:

Name: Title: Alicia Schug-

Vice President

[First Lien Trademark Security Agreement]

SCHEDULE I

<u>to</u>

TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

<u>Trademark</u>	Registration No.	<u>Owner</u>
VALTRIS	4953096	Polymer Additives, Inc.
SYNPRO and Design	2674257	Polymer Additives, Inc.
UV-CHEK	1063622	Polymer Additives, Inc.
PLAS-CHEK	1045181	Polymer Additives, Inc.
THERM-CHEK	1041570	Polymer Additives, Inc.
CATA-CHEK	1041567	Polymer Additives, Inc.
MICRO-CHEK	1011327	Polymer Additives, Inc.
SANTICIZER	0265127	Polymer Additives, Inc.

RECORDED: 08/02/2018