

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496455

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|---|------------------------------------|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Evonik Jayhawk Fine Chemicals Corporation | | 11/01/2018 | Corporation: NEVADA |
| RECEIVING PARTY DATA | | | |
| Name: | Adams Street Credit Advisors LP | | |
| Street Address: | One North Wacker Drive, Suite 2700 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1187368 | C101 | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>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.</i> | | | |
| Phone: | 212.318.6532 | | |
| Email: | alanagramer@paulhastings.com | | |
| Correspondent Name: | Alana Gramer | | |
| Address Line 1: | c/o Paul Hastings LLP | | |
| Address Line 2: | 200 Park Avenue | | |
| Address Line 4: | NEW YORK, NEW YORK 10166 | | |
| NAME OF SUBMITTER: | ALANA GRAMER | | |
| SIGNATURE: | /s/ ALANA GRAMER | | |
| DATE SIGNED: | 11/01/2018 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2018 (the "Trademark Security Agreement"), made by Evonik Jayhawk Fine Chemicals Corporation, a Nevada corporation (the "Grantor"), is in favor of Adams Street Credit Advisors LP, as collateral agent (in such capacity, the "Collateral Agent") for the Lenders, as defined in the Credit Agreement (in such capacity, the "Assignee").

W I T N E S S E T H:

WHEREAS, the Grantor, specified affiliates of the Grantor and Assignee are party to that certain Pledge and Security Agreement dated as of November 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent and the Lenders to enter into the Credit Agreement, to induce Lenders to make their respective extensions of credit to the Borrower thereunder, to induce the counterparties to provide Banking Services in connection with the Secured Banking Services Obligations and to induce the counterparties to enter into the Hedge Agreements and provide financial accommodation, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Pledge and Security Agreement and (to the extent not defined therein) the Credit Agreement. For purposes of this Trademark Security Agreement, the term "Trademarks" shall mean, with respect to any Person and throughout the world, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, trade dress, logos, slogans and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all registrations and applications filed in connection therewith, including registrations and applications in the PTO (or any similar offices in any other country or any State of the United States), and all extensions or renewals thereof, including, in the case of the Grantor, any of the foregoing set forth next to its name on Schedule 1 hereto, and (b) all goodwill associated therewith or symbolized thereby.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor 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, to and under any and all of the following assets 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 of the Grantor, including, without limitation, the registered and applied-for Trademarks of the Grantor listed on Schedule 1 attached hereto; and

(b) all Proceeds and products of the foregoing;

provided, that in no event shall the Security Interest attach to or the term "Trademark Collateral" include any Excluded Property.

SECTION 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted concurrently and in conjunction with the security interest granted to the Assignee pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Pledge and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

SECTION 4. Termination. (a) This Trademark Security Agreement, the Security Interest and all other security interests granted hereby shall automatically terminate when (i) all the Obligations (other than Unliquidated Obligations, as defined in the Credit Agreement) have been paid in full in cash and (ii) all Commitments have terminated or expired.

(b) The Security Interest and all other security interests granted hereby shall also automatically terminate and be released at the time or times and in the manner set forth in Section 9.20 of the Credit Agreement.

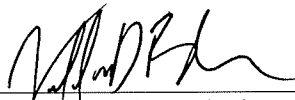
(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the Collateral Agent shall execute and deliver to the Grantor, at the Grantor's expense, all documents and take such further actions that the Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without recourse to or warranty by the Collateral Agent.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Trademark Security Agreement may be executed in 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 signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

IN WITNESS WHEREOF, the parties have duly executed this TRADEMARK SECURITY AGREEMENT as of the day and year first above written.

EVONIK JAYHAWK FINE CHEMICALS CORPORATION

By: 
Name: Jeffrey Black
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006473 FRAME: 0646

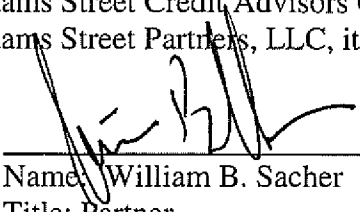
Accepted and Agreed:

Adams Street Credit Advisors LP, as Assignee

By: Adams Street Credit Advisors GP LLC, its general partner

By: Adams Street Partners, LLC, its member

By:


Name: William B. Sacher

Title: Partner

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006473 FRAME: 0647

TRADEMARKS

Trademark Registrations and Applications

| Trademark | Reg. No. (App. No.) | Reg. Date (App. Date) | Owner |
|-----------|------------------------|--------------------------|---|
| BTDA | 4,586,591 | 08/19/2014 | Evonik Jayhawk Fine Chemicals Corporation |
| BTDA | 1,187,368 | 10/23/2013 | Evonik Jayhawk Fine Chemicals Corporation |