

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501919

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Axalta Coating Systems IP Co. LLC		12/13/2018	Limited Liability Company: DELAWARE
ChemSpec USA, LLC		12/13/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 7th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5471446	ACQUIRE	
Registration Number:	5519977	AUDURRA	
Registration Number:	2047180	CORMAX	
Registration Number:	2476647	QUALITY THROUGH COMMITMENT	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
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:	12/13/2018		

OP \$115.00 5471446

Total Attachments: 12

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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):

- 1. Axalta Coating Systems IP Co. LLC
Two Commerce Square
2001 Market Street Suite #3600
Philadelphia, PA 19103
 Limited Liability Company - Delaware, USA
 - 2. ChemSpec USA, LLC
9287 Smucker Road
Orrville, OH 44667
 Limited Liability Company - Delaware, USA
- Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 13, 2018

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Barclays Bank PLC, as Collateral Agent

Street Address: 745 7th Avenue

City: New York

State: NY

Country: USA Zip: 10019

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other 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 identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

see attached Schedule B

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08380.993

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

5


7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: 

Signature

December 13, 2018

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated December 13, 2018, is made by the Persons listed on the signature page hereof (the "Grantors") in favor of Barclays Bank PLC, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, AXALTA COATING SYSTEMS DUTCH HOLDING B B.V. (f/k/a/ FLASH DUTCH 2 B.V.), a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) organized and established under the laws of the Netherlands, having its corporate seat in Amsterdam, the Netherlands, registered with the Trade Register of the Netherlands under number 55948308 (the "Dutch Borrower") and AXALTA COATING SYSTEMS U.S. HOLDINGS, INC. (f/k/a/ U.S. COATINGS ACQUISITION INC.), a corporation organized under the laws of Delaware (the "U.S. Borrower" and together with the Dutch Borrower, collectively, the "Borrowers"), AXALTA COATING SYSTEMS LTD., a Bermuda exempted limited liability company ("Holdings"), and AXALTA COATING SYSTEMS U.S., INC. (f/k/a COATINGS CO. U.S. INC.), a corporation organized under the laws of Delaware ("U.S. Holdings") have entered into the Credit Agreement dated as of February 1, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lenders and Barclays Bank PLC, as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer. Terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement, the Grantors have executed and delivered or otherwise become bound by that certain Security Agreement dated February 1, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and that certain Intellectual Property Security Agreement dated February 1, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, under the terms of the Security Agreement, each Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of such Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other appropriate domestic federal governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "Additional Collateral"):

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the "Trademarks");

(iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing;

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Additional Collateral," shall not include any Excluded Property.

SECTION 2. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantors under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantors now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantors to any Secured Party under the Secured Documents but for the fact that they are unenforceable or

not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc. (a) THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN THE STATE, COUNTY AND CITY OF NEW YORK AND OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT SUPPLEMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT SUPPLEMENT AGAINST THE BORROWERS OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT SUPPLEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED

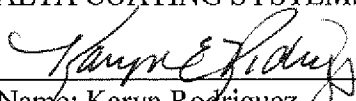
BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT SUPPLEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT SUPPLEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT SUPPLEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT SUPPLEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(E) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

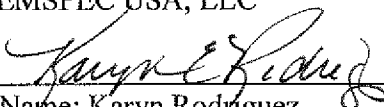
AXALTA COATING SYSTEMS IP CO. LLC

By: 
Name: Karyn Rodriguez
Title: Vice President and Treasurer

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

CHEMSPEC USA, LLC

By:


Name: Karyn Rodriguez

Title: Vice President and Treasurer

Schedule A

Patents

U.S. Patents and Applications:

Title	Patent Holder	Status	Filing Date	Issue Date	Application Number	Patent Number	Expiration Date
Methods for making coating compositions having predetermined voc contents, methods for making systems for producing such coating compositions, and temperature adjusters for making such coating compositions	Axalta Coating Systems IP Co. LLC	GRANTED	30-Nov-2016	18-Sep-2018	15/365,241	10,077,374	09-Oct-2034
System for matching coarseness appearance of coatings	Axalta Coating Systems IP Co. LLC	PENDING	25-Jul-2017		15/659,430		
Coating adhesion promoters and methods of using the same	Axalta Coating Systems IP Co. LLC	PENDING	10-Aug-2017		15/673,885		
Coating compositions for printing	Axalta Coating Systems IP Co. LLC	PENDING	30-Nov-2017		62/593,026		30-Nov-2018
Coating compositions for printing	Axalta Coating Systems IP Co. LLC	PENDING	30-Nov-2017		62/593,022		30-Nov-2018
Systems and methods for matching color and appearance of target coatings	Axalta Coating Systems IP Co. LLC	PENDING	06-Dec-2017		15/833,597		
Electrocoating compositions	Axalta Coating Systems IP Co. LLC	PENDING	19-Dec-2017		62/607,735		19-Dec-2018

Title	Patent Holder	Status	Filing Date	Issue Date	Application Number	Patent Number	Expiration Date
Dispersants, coating compositions including dispersants, and methods of forming the same	Axalta Coating Systems IP Co. LLC	PENDING	04-Jan-2018		62/611,479		04-Jan-2019
Coatings and methods for using and producing the same	Axalta Coating Systems IP Co. LLC	PENDING	23-Apr-2018		15/960,204		
Crosslinking component for binder resins	Axalta Coating Systems IP Co. LLC	PENDING	03-May-2018		15/970,586		
Process for wet on wet application of a multilayer coating	Axalta Coating Systems IP Co. LLC	PENDING	03-May-2018		15/970,259		
Wood product with different face and edge coatings, and method of producing the same	Axalta Coating Systems IP Co. LLC	PENDING	07-May-2018		62/667,776		07-May-2019
Powder coatings and compositions thereof and methods for coating an article	Axalta Coating Systems IP Co. LLC	PENDING	12-Jul-2018		16/033,805		
Powder coatings and compositions thereof and methods for coating an article	Axalta Coating Systems IP Co. LLC	PENDING	12-Jul-2018		16/033,817		
Clearcoat compositions and methods of forming clearcoat compositions	Axalta Coating Systems IP Co. LLC	PENDING	27-Jul-2018		16,047,457		
Wash primer composition	Axalta Coating Systems IP Co. LLC	PENDING	31-Jul-2018		62/712,682		31-Jul-2019
Multilayer coating and method of forming the same	Axalta Coating Systems IP Co. LLC	PENDING	31-Jul-2018		16/050,622		

Title	Patent Holder	Status	Filing Date	Issue Date	Application Number	Patent Number	Expiration Date
Base coats and methods of using and producing the same	Axalta Coating Systems IP Co. LLC	PENDING	30-Aug-2018		16/117,501		
Device and method for determining observation geometry	Axalta Coating Systems IP Co. LLC	PENDING	18-Sep-2018		62/732,829		18-Sep-2019
Systems and Methods for Paint Match Simulation	Axalta Coating Systems IP Co. LLC	PENDING	18-Sep-2018		62/732,838		18-Sep-2019
Coating compositions for coating substrates including binder components	Axalta Coating Systems IP Co. LLC	PENDING	06 Nov 2017		15/804,557		
Apparatuses and methods for measuring spatial properties of surface coating containing flake pigment	Axalta Coating Systems IP Co. LLC	PENDING	11 Dec 2017		15/838,137		
Two-part non-isocyanate primer compositions	Axalta Coating Systems IP Co. LLC	PENDING	28 Dec 2017		15/857,442		
Electrocoating composition including an anti-crater agent	Axalta Coating Systems IP Co. LLC	PENDING	29 Mar 2018		15/940,111		

Schedule B

Trademarks

Registered Owner	Trademark	Country	Filing Number	Filing Date	Registration Number	Registration Date
Axalta Coating Systems IP Co. LLC	ACQUIRE	USA	87563955	Aug 10, 2017	5471446	May 15, 2018
Axalta Coating Systems IP Co. LLC	AUDURRA Logo	USA	86829607	Nov 23, 2015	5519977	Jul 17, 2018
Axalta Coating Systems IP Co. LLC	CORMAX	USA	74722214	Aug 29, 1995	2047180	Mar 25, 1997
Axalta Coating Systems IP Co. LLC	GOTALENE	USA	79102559	Aug 30, 2011	4092914	Jan 31, 2012
ChemSpec USA, LLC	QUALITY THROUGH COMMITMENT	USA	75864362	Dec 6, 1999	2476647	Aug 7, 2001

Schedule C
United States Copyrights

None