

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502189

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Specialty Ceramics, Inc.		12/14/2018	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1300 Thames Street, 4th Floor		
Internal Address:	Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3173730	NO-SMOKE	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	036608-0121		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	12/14/2018		
Total Attachments: 8			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of December 14, 2018 (this “**Trademark Security Agreement**”), is made by each signatory hereto listed under “Pledgors” (each a “**Pledgor**” and collectively, the “**Pledgors**”), in favor of Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) pursuant to that certain Second Lien Credit Agreement, dated as of December 14, 2018 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), by and among Ulysses Merger Sub, Inc., a Delaware corporation (the “**Initial Borrower**”), ASP Unifrax Holdings, Inc., a Delaware corporation (the “**Company**”) (on the Closing Date, the Initial Borrower shall be merged with and into the Company, with the Company surviving such merger and becoming the Borrower (together with the Initial Borrower and any other Person joining the Credit Agreement as a “**Borrower**” pursuant to Section 2.24 thereof or otherwise, the “**Borrower**”), Ulysses Parent, Inc., a Delaware corporation (“**Holdings**”), the other guarantors from time to time party thereto, the lenders and issuing banks from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgors are 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, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

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, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

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 the Pledgors hereby acknowledge and affirm 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, 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer 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. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

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

PLEDGORS:

UNIFRAX I LLC,
a Delaware limited liability company

By: Anthony B. Greene
Name: Anthony B. Greene
Title: Executive Vice President

REFRACTORY SPECIALTIES, INCORPORATED,
an Ohio corporation

By: Anthony B. Greene
Name: Anthony B. Greene
Title: Vice President

SPECIALTY CERAMICS, INC.,
an Ohio corporation

By: Anthony B. Greene
Name: Anthony B. Greene
Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 

Name: Robbie Pearson

Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations and Applications:

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Class	Status	Current Owner of Record
C-CAST	78700338 25-AUG-2005	3196123 09-JAN-2007	17	Registered	Refractory Specialties, Incorporated.
GEMCOLITE	78728205 06-OCT-2005	3135915 29-AUG-2006	19	Registered	Refractory Specialties, Incorporated.
GEMCOWOOL	78728246 06-OCT-2005	3141855 12-SEP-2006	19	Registered	Refractory Specialties, Incorporated.
SILCOLITE	85800728 12-DEC-2012	4372295 23-JUL-2013	17	Registered	Refractory Specialties, Incorporated.
T-CAST	78700422 25-AUG-2005	3144981 19-SEP-2006	17	Registered	Refractory Specialties, Incorporated.
AMORSIL	85800698 12-DEC-2012	4395236 03-SEP-2013	17	Registered	Refractory Specialties, Incorporated.
NO-SMOKE	78753884 15-NOV-2005	3173730 21-NOV-2006	11	Registered	Specialty Ceramics, Inc.
AL-MOLDABLE	74351101 22-JAN-1993	1792636 14-SEP-1993	19	Registered	Unifrax I LLC
ANCHOR-LOC	77900034 23-DEC-2009	3837239 24-AUG-2010	17	Registered	Unifrax I LLC
ANCHOR-LOC	73712837 22-FEB-1988	1511767 08-NOV-1988	17	Registered	Unifrax I LLC
ANCHOR-LOC ELECTRIC	75622430 19-JAN-1999	2409361 28-NOV-2000	19	Registered	Unifrax I LLC

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Class	Status	Current Owner of Record
CC-MAX	75382788 31-OCT-1997	2406644 21-NOV-2000	12	Registered	Unifrax I LLC
COMBI-FILM	86792034 19-OCT-2015	5225819 20-JUN-2017	17	Registered	Unifrax I LLC
DURABACK	74501576 18-MAR-1994	1887161 04-APR-1995	17	Registered	Unifrax I LLC
DURABLANKET	73094658 26-JUL-1976	1060763 08-MAR-1977	17	Registered	Unifrax I LLC
DURABOARD	74501628 18-MAR-1994	1887163 04-APR-1995	17	Registered	Unifrax I LLC
ELITE	77569956 15-SEP-2008	3740858 19-JAN-2010	17	Registered	Unifrax I LLC
EXCELFRA	74386220 29-APR-1993	1941437 12-DEC-1995	17	Registered	Unifrax I LLC
FIBERFRA	72074374 25-MAY-1959	0702089 02-AUG-1960	17	Registered	Unifrax I LLC
FIBERFRA	71615479 21-JUN-1951	0567698 09-DEC-1952	22	Registered	Unifrax I LLC
FIBERFRA	71615478 21-JUN-1951	0574223 12-MAY-1953	19	Registered	Unifrax I LLC
FIBERMAS	74491628 25-JAN-1994	2055727 22-APR-1997	17	Registered	Unifrax I LLC
FIBERMAT	74501603 18-MAR-1994	1888487 11-APR-1995	17	Registered	Unifrax I LLC
FIBERMAX	73380793 19-AUG-1982	1259418 29-NOV-1983	17	Registered	Unifrax I LLC
FOAMFRA	76273451 19-JUN-2001	2599391 23-JUL-2002	1 17	Registered	Unifrax I LLC

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Class	Status	Current Owner of Record
FYREWAP	75161909 06-SEP-1996	2087712 12-AUG-1997	9	Registered	Unifrax I LLC
FYREWAP	76013038 30-MAR- 2000	2845214 25-MAY-2004	17	Registered	Unifrax I LLC
INSULFRAX	75465168 09-APR- 1998	2390773 03-OCT-2000	17 21	Registered	Unifrax I LLC
INSULFRAX	74308349 26-AUG- 1992	1850329 16-AUG-1994	17	Registered	Unifrax I LLC
ISOFRAX	75571104 15-OCT- 1998	2498685 16-OCT-2001	17 19 22	Registered	Unifrax I LLC
ISOMAT	76976143 29-AUG- 2000	2813981 10-FEB-2004	17	Registered	Unifrax I LLC
ISOMAX	77032875 31-OCT- 2006	3606423 14-APR-2009	17	Registered	Unifrax I LLC
LDS MOLDABLE	74501604 18-MAR- 1994	1936464 21-NOV-1995	17	Registered	Unifrax I LLC
METEO	85954513 08-JUN-2013	5036830 06-SEP-2016	17	Registered	Unifrax I LLC
MOIST PAK-D	74501577 18-MAR- 1994	1887162 04-APR-1995	17	Registered	Unifrax I LLC
PC-MAX	77950937 04-MAR- 2010	4305557 19-MAR-2013	17	Registered	Unifrax I LLC
POWER-LOC	73763740 14-NOV- 1988	1581511 06-FEB-1990	17	Registered	Unifrax I LLC
PUREFRAX	86735887 25-AUG- 2015	5370509 02-JAN-2018	11	Registered	Unifrax I LLC

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Class	Status	Current Owner of Record
Q-FRAX	75334776 01-AUG-1997	2192213 29-SEP-1998	17	Registered	Unifrax I LLC
SCREW LOC	73712840 22-FEB-1988	1510964 01-NOV-1988	17	Registered	Unifrax I LLC
SILPLATE	77040175 09-NOV-2006	3580996 24-FEB-2009	17	Registered	Unifrax I LLC
THREAD LOC	73712836 22-FEB-1988	1523478 07-FEB-1989	17	Registered	Unifrax I LLC
UNIFRAX	75480388 06-MAY-1998	2346455 02-MAY-2000	7 17 19 22	Registered	Unifrax I LLC
Unifrax Design	75480132 06-MAY-1998	2346454 02-MAY-2000	17 19 22	Registered	Unifrax I LLC
VARI-FORM	72339134 29-SEP-1969	0897192 25-AUG-1970	19	Registered	Unifrax I LLC
VC-MAX	87070537 14-JUN-2016	5288797 19-SEP-2017	17	Registered	Unifrax I LLC
WELD-LOC	75390146 14-NOV-1997	2216299 05-JAN-1999	19	Registered	Unifrax I LLC
XFP	74370464 19-MAR-1993	1889283 11-APR-1995	17	Registered	Unifrax I LLC
XPE	78189145 26-NOV-2002	2810559 03-FEB-2004	11	Registered	Unifrax I LLC