

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM511361

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		TRADEMARK SECURITY AGREEMENT SUPPLEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ascensus Specialties LLC	FORMERLY Vertellus Performance Chemicals LLC	02/25/2019	Corporation: DELAWARE Limited Liability Company
RECEIVING PARTY DATA			
Name:	TCW Asset Management Company LLC, as collateral agent		
Street Address:	200 Clarendon Street		
Internal Address:	51st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5602977	ASCENSUS	
Serial Number:	88110800	A	
CORRESPONDENCE DATA			
Fax Number:	2125955955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	19th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	059182-0064		
NAME OF SUBMITTER:	Scott Kareff (059182-0064)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	02/25/2019		
Total Attachments: 5			

CH \$65.00 5602977

source=Ascensus - Trademark Security Agreement (February 2019)#page1.tif
source=Ascensus - Trademark Security Agreement (February 2019)#page2.tif
source=Ascensus - Trademark Security Agreement (February 2019)#page3.tif
source=Ascensus - Trademark Security Agreement (February 2019)#page4.tif
source=Ascensus - Trademark Security Agreement (February 2019)#page5.tif

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT (this “**Trademark Security Agreement Supplement**”), dated as of February 25, 2019, is made by Ascensus Specialties LLC, a Delaware limited liability company, formerly known as Vertellus Performance Chemicals LLC (the “**Grantor**”), in favor of TCW Asset Management Company LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) for the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of the date hereof (the “**Credit Agreement**”) among the Grantor, as the borrower (the “**Borrower**”), Ascensus Specialties SBH Holdings LLC, a Delaware limited liability company, formerly known as Vertellus SBH Holdings LLC (“**Holdings**”), Ascensus Specialties Acquisition Corp., a Delaware corporation, formerly known as VSI Acquisition Corp. (“**Parent**”), each subsidiary guarantor party thereto (the “**Subsidiary Guarantors**”), TCW Asset Management Company LLC, as administrative agent, and other agents and lenders party thereto (the “**Lenders**”), the Lenders have agreed to extend credit to the Borrower in the form of a multi-draw term loan in an aggregate original principal amount of \$110,000,000, and Parent, Holdings and each Subsidiary Guarantor provided a guarantee of such obligations upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a Security Agreement dated as of September 22, 2017 in favor of the Collateral Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement Supplement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. **Grant of Security Interest in Trademark Collateral**. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, collaterally assigns, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks and all IP Licenses included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement Supplement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees 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.

Section 4. **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. **Counterparts.** This Trademark Security Agreement Supplement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademarks Security Agreement by facsimile transmission or by electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. **Governing Law.** This Trademark Security Agreement Supplement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York applicable to agreements made and wholly performed therein.

Section 7. **Intercreditor Agreements.** Notwithstanding anything herein to the contrary, the security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement Supplement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreements. In the event of any conflict between the terms of any Intercreditor Agreement and the terms of this Trademark Security Agreement Supplement, the terms of such Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

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

Very truly yours,

ASCENSUS SPECIALTIES LLC, as
Grantor

By: Craig Wien
Name: Craig Wien
Title: VP & CEO

ACKNOWLEDGED AND AGREED as of
the date first above written:

TCW ASSET MANAGEMENT
COMPANY LLC, as Collateral Agent

By: _____
Name: _____
Title: _____

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

Very truly yours,

ASCENSUS SPECIALTIES LLC, as
Grantor

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED as of
the date first above written:

**TCW ASSET MANAGEMENT
COMPANY LLC**, as Collateral Agent

By: 
Name: Suzanne Grosso
Title: Managing Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT SUPPLEMENT**

Trademark Registration:

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
ASCENSUS	5602977	November 6, 2018

Trademark Application (Logo):

TRADEMARK	APPLICATION NUMBER	APPLICATION DATE
ASCENSUS	88/110,800	September 10, 2018