

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524991

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ISP Investments LLC		05/24/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia		
Street Address:	720 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5V 2T3		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5590755	CHROMOHANCE	
Registration Number:	5464704	FIBERHANCE	
Registration Number:	5355216	CHROMAFEND	
Registration Number:	5570808	CAPTIVATES	
Serial Number:	88179014	MICROPURE	
Serial Number:	88179057	RAD-SURE	
Serial Number:	88100381	N-DURHANCE	
Serial Number:	87942896	BLUMILIGHT	
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:	614-280-3566		
Email:	james.murray@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		

OP \$215.00 5590755

SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	05/24/2019
Total Attachments: 6 source=Ashland -Trademark Security Agr Supplement Executed#page1.tif source=Ashland -Trademark Security Agr Supplement Executed#page2.tif source=Ashland -Trademark Security Agr Supplement Executed#page3.tif source=Ashland -Trademark Security Agr Supplement Executed#page4.tif source=Ashland -Trademark Security Agr Supplement Executed#page5.tif source=Ashland -Trademark Security Agr Supplement Executed#page6.tif	

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):

ISP Investments LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) USA-DE

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 24, 2019

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Bank of Nova Scotia

Street Address: 720 King Street West, 4th Floor

City: Toronto

State: _____

Country: Canada Zip: M5V 2T3

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship Canada

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 Schedule I

See Schedule I

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: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

8

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:

Elaine Carrera
Signature

May 24, 2019
Date

Elaine Carrera

Name of Person Signing

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

Supplemental Trademark Security Agreement

This Supplemental Trademark Security Agreement, dated as of May 24, 2019 (this “Supplement”), by ISP INVESTMENTS LLC (the “Grantor”), in favor of THE BANK OF NOVA SCOTIA, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement, dated as of May 17, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Supplement;

WHEREAS, pursuant to the Security Agreement, certain Grantors (as defined therein) entered into that certain Trademark Security Agreement, dated as of June 30, 2017 (together with all amendments and modifications, if any, from time to time thereafter made thereto, including this Supplement, the “Trademark Security Agreement”), pursuant to which each Grantor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Secured Parties continuing security interest in the Collateral (as set forth in Trademark Security Agreement); and

WHEREAS, the Grantor wishes to execute and deliver this Supplement with respect to any Collateral constituting U.S. registered and applied for Trademarks (as defined in the Security Agreement) that were not, prior to the date hereof, listed in the Schedules to the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative 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.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative 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 the Grantor:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Supplement is granted in conjunction with the security interest granted to the Administrative Agent

pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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 Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent and the Grantor shall otherwise agree.

SECTION 4. Termination. Upon the termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Supplement.

SECTION 5. Counterparts. This Supplement 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 Supplement by signing and delivering one or more counterparts. Delivery by telecopier or by electronic pdf copy of an executed counterpart of a signature page to this Supplement shall be effective as delivery of an original executed counterpart of this Supplement.

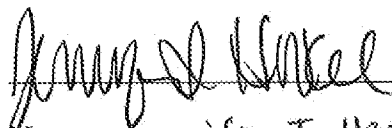
SECTION 6. Governing Law. This Supplement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Supplement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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


Very truly yours,

ISP INVESTMENTS LLC

By: 
Name: Jennifer I. Henkel
Title: Secretary

Accepted and Agreed:

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: 

Name: Clement Yu

Title: Director

[Signature Page to Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 006653 FRAME: 0377

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
ISP Investments LLC	5590755	CHROMOHANCE
ISP Investments LLC	5464704	FIBERHANCE
ISP Investments LLC	5355216	CHROMAFEND
ISP Investments LLC	5570808	CAPTIVATES

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
ISP Investments LLC	88179014	MICROPURE
ISP Investments LLC	88179057	RAD-SURE
ISP Investments LLC	88100381	N-DURHANCE
ISP Investments LLC	87942896	BLUMILIGHT