

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528761

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gelest, Inc.		06/21/2019	Corporation: PENNSYLVANIA
Gelest BioSystems, LLC		06/21/2019	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Antares Capital LP		
Street Address:	500 WEST MONROE STREET		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3337440	BIOSAFE	
Registration Number:	3433364	BIOSAFE	
Registration Number:	3330890	BIOSAFE	
Registration Number:	3419827	BIOSAFE	
Registration Number:	4441439	SIQUBE	
Registration Number:	5572920	EXSIL	
Registration Number:	4947664	OPTISIL	
Registration Number:	4847475	UTENSIL	
Registration Number:	4421361	GELEST	
Registration Number:	4129629	VERTASIL	
Registration Number:	4339018	RIMPLAST	
Registration Number:	3467859	GLASSCLAD	
Registration Number:	2913494	AQUAPHOBE	
Registration Number:	2307899	SIBRID	
Registration Number:	2306497	SILICLAD	
CORRESPONDENCE DATA			
Fax Number:			

CH \$390.00 3337440

TRADEMARK

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.

Phone: 2136207848
Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1182293-0012-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	06/21/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 21, 2019 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by **GELEST BIOSYSTEMS, LLC** and **GELEST, INC.** (each, a “**Grantor**” and collectively, the “**Grantors**”) in favor of **ANTARES CAPITAL LP**, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Grantors are party to that certain Security Agreement, dated as of June 21, 2019 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”), among Grantors, the other grantors party thereto and the Administrative Agent pursuant to which Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this 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, Grantors hereby agree 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

Each Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if each such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in or to any and all of the following assets and properties, wherever located and whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto, and all renewals and extensions thereof,
- (ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing, including, without limitation, all income, license fees, profits, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements or other violations thereof;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

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 Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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 Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at each such Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

GELEST, INC., as a Grantor

By: Andre Moura
Name: Andre Moura
Title: Vice President

Digitally signed by Andre Moura
DN: cn=Andre Moura, o=, email=amoura@newmourainc.com,
c=US
Date: 2019.05.18 17:33:45 -0400

GELEST BIOSYSTEMS, LLC, as a Grantor

By: _____
Name: Barry Arkles
Title: President and Treasurer

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

GELEST, INC., as a Grantor


By: _____
Name: Andre Moura
Title: Vice President

GELEST BIOSYSTEMS, LLC, as a Grantor

By:  _____
Name: Barry Atkies
Title: President and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

ANTARES CAPITAL LP,
as Administrative Agent and Collateral Agent

By: 

Name: Richard Davidson

Title: Duly Authorized Signatory

**SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Gelest BioSystems, LLC

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
BIOSAFE	78964252	30-AUG-2006	3337440	13-NOV-2007	GELEST BIOSYSTEMS, LLC
BIOSAFE	78964257	30-AUG-2006	3433364	20-MAY-2008	GELEST BIOSYSTEMS, LLC
BIOSAFE	78578658	02-MAR-2005	3330890	06-NOV-2007	GELEST BIOSYSTEMS, LLC
BIOSAFE	78493768	04-OCT-2004	3419827	29-APR-2008	GELEST BIOSYSTEMS, LLC

Geleste, Inc.

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
SIQUBE	85819321	09-JAN-2013	4441439	26-NOV-2013	GELEST INC.
EXSIL	87298409	12-JAN-2017	5572920	02-OCT-2018	GELEST, INC.
OPTISIL	86550187	02-MAR-2015	4947664	26-APR-2016	GELEST, INC.
UTENSIL	86400080	19-SEP-2014	4847475	03-NOV-2015	GELEST, INC.
GELEST	85866974	05-MAR-2013	4421361	22-OCT-2013	GELEST, INC.
VERTASIL	85234216	04-FEB-2011	4129629	17-APR-2012	GELEST, INC.
RIMPLAST	77834688	25-SEP-2009	4339018	21-MAY-2013	GELEST, INC.
GLASSCLAD	78762309	29-NOV-2005	3467859	15-JUL-2008	GELEST, INC.
AQUAPHOBE	76281672	05-JUL-2001	2913494	21-DEC-2004	GELEST, INC.
SIBRID	75442968	02-MAR-1998	2307899	11-JAN-2000	GELEST, INC.
SILICLAD	75404942	15-DEC-1997	2306497	04-JAN-2000	GELEST, INC.

TRADEMARK APPLICATIONS

None.