

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM535056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TPC Group LLC		08/02/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 Main Street		
Internal Address:	11th Floor TX1-492-11-23		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4688103	TPC GROUP OXO-D	
CORRESPONDENCE DATA			
Fax Number:			
<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:	shill@velaw.com		
Correspondent Name:	Sean M. Hill		
Address Line 1:	1001 Fannin Street, Suite 2500		
Address Line 2:	Vinson & Elkins LLP		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	BAN177-71006		
NAME OF SUBMITTER:	Sean M. Hill		
SIGNATURE:	/Sean M. Hill/		
DATE SIGNED:	08/02/2019		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS ("**Trademark Security Agreement**") dated as of August 2, 2019 is made by, TPC Group LLC, a Texas limited liability company, ("**Grantor**"), in favor of Bank of America, N.A., as Agent (as defined below), with principal offices at 901 Main Street, 11th Floor TX1-492-11-23, Dallas, TX 75202.

W I T N E S S E T H:

WHEREAS, TPC Holdings, Inc., a Delaware corporation, and TPC Group Inc., a Delaware corporation, are parties to that certain Amended and Restated Credit Agreement dated as of August 2, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with the other Borrowers party thereto from time to time, the Lenders party thereto from time to time, and Bank of America, N.A., as administrative agent and collateral agent for the Lenders (in such capacity, the "**Agent**");

WHEREAS, as a condition precedent to their entering into the Credit Agreement, the Agent and the Lenders thereunder required the Loan Parties to execute and deliver that certain Amended and Restated Pledge and Security Agreement dated as of August 2, 2019 (as heretofore or hereafter amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"); and

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property Collateral, including the Trademarks (as defined below);

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

Section 1. Definitions. Each capitalized term used herein and not otherwise defined herein shall have the meaning assigned to such term in the Security Agreement or, if not defined herein or in the Security Agreement, in the Credit Agreement.

Section 2. Grant of Security Interest. To secure the prompt and complete payment, performance and observance of all of the Secured Obligations, the Grantor hereby grants to Agent a security interest in all of such Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (excluding any intent-to-use application for trademark or service mark registration 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, which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use trademark or service mark application under applicable federal law, the "**Trademarks**"), together with all Proceeds therefrom.

Section 3. Purpose. This Trademark Security Agreement is made to secure the full and prompt performance and payment of all the Secured Obligations. Upon the occurrence of the

Termination Date or as otherwise provided in Section **Error! Reference source not found.** of the Security Agreement, the Agent shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in and re-assigning the Trademarks acquired under this Trademark Security Agreement to Grantor.

Section 4. Acknowledgement. The rights and remedies of the Agent with respect to the security interest granted herein are more fully set forth in the Security Agreement. In the event that any provisions of this Trademark Security Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same original.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first written above.

TPC GROUP LLC

By: 

Name: Bart de Jong

Title: Senior Vice President and
Chief Financial Officer

BANK OF AMERICA, N.A., as Agent

By: 

Name: Ajay Jagsi

Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006711 FRAME: 0275

U.S. Trademark Registration

Owner	Mark	Country	Serial No.	Filing Date	Registration No.	Registration Date
TPC Group LLC	TPC GROUP OXO-D	U.S.	86320428	June 25, 2014	4688103	February 17, 2015