

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM535081

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TPC Group LLC		08/02/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	60 Livingston Avenue		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4688103	TPC GROUP OXO-D	
Registration Number:	3996172	P	
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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	08/02/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

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 corporation, (the “Grantor”), in favor of U.S. Bank National Association, as Agent, with principal offices at 150 East 42nd Street, 40th Floor, New York, NY 10017.

W I T N E S S E T H:

WHEREAS, TPC Group Inc., a Delaware corporation (“Issuer”), is a party to that certain Indenture, dated as of August 2, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Indenture”), with the guarantors party thereto from time to time and U.S. Bank National Association, as trustee and collateral agent;

WHEREAS, pursuant to their entering into the Indenture, the Grantor executed and delivered that certain Pledge and Security Agreement dated as of August 2, 2019 (as heretofore or hereafter amended, 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 Indenture.

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 the Agent a security interest in all of the 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 17 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 the 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 has executed this Trademark Security Agreement as of the date first written above.


TPC Group LLC,
as Grantor

By: 

Name: Bart de Jong

Title: Senior Vice President and
Chief Financial Officer

U.S. BANK NATIONAL ASSOCIATION, as
Collateral Agent

By: 
Name: Michael K. Herberger
Title: Vice President

U.S. Trademark Registration

Registered Mark	Registration No.	Registration Date
TPC GROUP OXO-D	4688103	February 17, 2015
P & design	3996172	July 19, 2011