

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM538259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ascend Performance Materials Operations LLC		08/27/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, LLC		
Street Address:	1100 Abernathy Road		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	4114231	A	
Registration Number:	2505081	ASCEND	
Registration Number:	3966893	ASCEND PERFORMANCE MATERIALS	
Registration Number:	5482250	ENDUR BY ASCEND	
Registration Number:	5520023	FLEXATRAC	
Registration Number:	5525280	FLEXATRAM	
Registration Number:	5520022	HEXATRAN	
Registration Number:	2761191	NO-SHOCK	
Registration Number:	1183834	NO-SHOCK	
Registration Number:	3841874	NO SHOCK	
Registration Number:	5257177	PRIONIL	
Registration Number:	5537284		
Registration Number:	5617804	TRINOHEX	
Registration Number:	0944383	ULTRON	
Registration Number:	5133971	ULTRON OMBRÉ	
Registration Number:	0963903	VYDYNE	
Registration Number:	3555472	VYDYNE PA 66	
Serial Number:	87638228	ENDUR TECHNOLOGY	
Serial Number:	86923259	FLEXAGEN	
TRADEMARK			

CH \$565.00 4114231

Property Type	Number	Word Mark
Serial Number:	86923252	FLEXATRIL
Serial Number:	86925656	HEXTRANOL
Serial Number:	88483626	VYDYNE THERMAPLUS

CORRESPONDENCE DATA

Fax Number:

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: 6785537308
Email: bartlett@gtlaw.com
Correspondent Name: Greenberg Traurig, LLP
Address Line 1: 3333 Piedmont Road NE
Address Line 2: Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

NAME OF SUBMITTER:	Victoria Bartlett
SIGNATURE:	/s/ Victoria Bartlett
DATE SIGNED:	08/27/2019

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 27 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Wells Fargo Capital Finance, LLC, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, Ascend Performance Materials Operations LLC, a Delaware limited liability company, and certain other Grantors are party to that certain Second Amended and Restated Security Agreement, dated as of August 27, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among each of the Grantors party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this 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 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

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or which such Grantor at any time in the future may own or acquire (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill connected with the use of and symbolized thereby, including any of the foregoing listed in Schedule A;

(ii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto and acceptance thereof by the USPTO, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

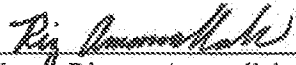
SECTION 5. COUNTERPARTS

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


ASCEND PERFORMANCE MATERIALS
OPERATIONS LLC

By: 
Name: Rizwan Amanullah
Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006729 FRAME: 0681

WELLS FARGO CAPITAL FINANCE, LLC,
as Administrative Agent



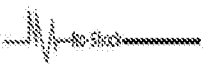
By: 
Name: Anthony Leadbetter
Title: Vice President



[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006729 FRAME: 0682

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
A Logo 	85350145	20-Jun-2011	4114231	20-Mar-2012
ASCEND	75664610	22-Mar-1999	2505081	06-Nov-2001
ASCEND PERFORMANC E MATERIALS	77776837	08-Jul-2009	3966893	24-May-2011
ENDUR BY ASCEND Logo 	87390297	29-Mar-2017	5482250	29-May-2018
ENDUR TECHNOLOGY	87638228	09-Oct-2017		
FLEXAGEN	86923259	29-Feb-2016		
FLEXATRAC	86923255	29-Feb-2016	5520023	17-Jul-2018
FLEXATRAM	86923257	29-Feb-2016	5525280	24-Jul-2018
FLEXATRIL	86923252	29-Feb-2016		
HEXATRAN	86923238	29-Feb-2016	5520022	17-Jul-2018
HEXTRANOL	86925656	02-Mar-2016		
NO-SHOCK	76420736	12-Jun-2002	2761191	09-Sep-2003
NO-SHOCK	73277143	08-Sep-1980	1183834	29-Dec-1981
NO-SHOCK & Device in Color 	77130976	13-Mar-2007	3841874	31-Aug-2010
PRIONIL	86923236	29-Feb-2016	5257177	01-Aug-2017

Stylized Z Design 	87638223	09-Oct-2017	5537284	07-Aug-2018
TRINOHEX	86923250	29-Feb-2016	5617804	27-Nov-2018
ULTRON	72400200	16-Aug-1971	0944383	10-Oct-1972
ULTRON OMBRE	85896477	05-Apr-2013	5133971	31-Jan-2017
VYDYNE	72431488	02-Aug-1972	0963903	17-Jul-1973
VYDYNE PA 66 and Design 	78967471	05-Sep-2006	3555472	30-Dec-2008
VYDYNE THERMAPLUS	88483626	21-Jun-2019		