

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538607

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:	Bank of America, N.A.		
Street Address:	100 North Tryon Street		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: NORTH CAROLINA		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	85350145	A	
Serial Number:	75664610	ASCEND	
Serial Number:	77776837	ASCEND PERFORMANCE MATERIALS	
Serial Number:	87390297	ENDUR BY ASCEND	
Serial Number:	87638228	ENDUR TECHNOLOGY	
Serial Number:	86923259	FLEXAGEN	
Serial Number:	86923255	FLEXATRAC	
Serial Number:	86923257	FLEXATRAM	
Serial Number:	86923252	FLEXATRIL	
Serial Number:	86923238	HEXATRAN	
Serial Number:	86925656	HEXTRANOL	
Serial Number:	76420736	NO-SHOCK	
Serial Number:	73277143	NO-SHOCK	
Serial Number:	77130976	NO SHOCK	
Serial Number:	86923236	PRIONIL	
Serial Number:	87638223		
Serial Number:	86923250	TRINOHEX	
Serial Number:	72400200	ULTRON	

CH \$565.00 85350145

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85896477	ULTRON OMBRÉ
Serial Number:	72431488	VYDYNE
Serial Number:	78967471	VYDYNE PA 66
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.

Email: teas@friedfrank.com
Correspondent Name: Kimberly Barr
Address Line 1: One New York Plaza
Address Line 2: Floor 29
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	033748-00013
NAME OF SUBMITTER:	Kimberly Barr
SIGNATURE:	/Kimberly Barr/
DATE SIGNED:	08/28/2019

Total Attachments: 7

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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 Bank of America, N.A., 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 a Term Loan 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: *Riz Amanullah*
Name: Rizwan Amanullah
Title: Treasurer

[Signature Page to Trademark Security Agreement]



TRADEMARK
REEL: 006731 FRAME: 0905

BANK OF AMERICA, N.A.,
as Administrative Agent

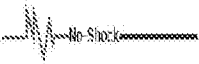
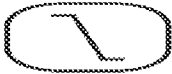
By: 
Name: Priscilla Ruffin
Title: Assistant Vice President


SCHEDULE A¹
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Trademark</u>	<u>Owner on Record</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
A Logo 	Ascend Performance Materials Operations LLC	United States of America	Registered	85350145	20-Jun-2011	4114231	20-Mar-2012
ASCEND	Ascend Performance Materials Operations LLC	United States of America	Registered	75664610	22-Mar-1999	2505081	06-Nov-2001
ASCEND PERFORMANCE MATERIALS	Ascend Performance Materials Operations LLC	United States of America	Registered	77776837	08-Jul-2009	3966893	24-May-2011
ENDUR BY ASCEND Logo 	Ascend Performance Materials Operations LLC	United States of America	Registered	87390297	29-Mar-2017	5482250	29-May-2018
ENDUR TECHNOLOGY	Ascend Performance Materials Operations LLC	United States of America	Allowed	87638228	09-Oct-2017		
FLEXAGEN	Ascend Performance Materials Operations LLC	United States of America	Allowed	86923259	29-Feb-2016		
FLEXATRAC	Ascend Performance	United States of America	Registered	86923255	29-Feb-2016	5520023	17-Jul-2018

¹ Note to Draft: The IP designated with an “*” on the Owner of Record is owned by the Company but remains in the name of a predecessor entity.

<u>Trademark</u>	<u>Owner on Record</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
	Materials Operations LLC						
FLEXATRAM	Ascend Performance Materials Operations LLC	United States of America	Registered	86923 257	29-Feb-2016	552528 0	24-Jul-2018
FLEXATRIL	Ascend Performance Materials Operations LLC	United States of America	Allowed	86923 252	29-Feb-2016		
HEXATRAN	Ascend Performance Materials Operations LLC	United States of America	Registered	86923 238	29-Feb-2016	552002 2	17-Jul-2018
HEXTRANOL	Ascend Performance Materials Operations LLC	United States of America	Allowed	86925 656	02-Mar-2016		
NO-SHOCK	Ascend Performance Materials Operations LLC	United States of America	Registered	76420 736	12-Jun-2002	276119 1	09-Sep-2003
NO-SHOCK	Ascend Performance Materials Operations LLC	United States of America	Registered	73277 143	08-Sep-1980	118383 4	29-Dec-1981
NO-SHOCK & Device in Color 	Ascend Performance Materials Operations LLC	United States of America	Registered	77130 976	13-Mar-2007	384187 4	31-Aug-2010
PRIONIL	Ascend Performance Materials Operations LLC	United States of America	Registered	86923 236	29-Feb-2016	525717 7	01-Aug-2017
Stylized Z Design 	Ascend Performance Materials Operations LLC	United States of America	Registered	87638 223	09-Oct-2017	553728 4	07-Aug-2018

<u>Trademark</u>	<u>Owner on Record</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
TRINOHEX	Ascend Performance Materials Operations LLC	United States of America	Registered	86923250	29-Feb-2016	5617804	27-Nov-2018
ULTRON	Ascend Performance Materials Operations LLC	United States of America	Registered	72400200	16-Aug-1971	944383	10-Oct-1972
ULTRON OMBRÉ	Ascend Performance Materials Operations LLC	United States of America	Registered	85896477	05-Apr-2013	5133971	31-Jan-2017
VYDYNE	Ascend Performance Materials Operations LLC	United States of America	Registered	72431488	02-Aug-1972	963903	17-Jul-1973
VYDYNE PA 66 and Design 	Ascend Performance Materials Operations LLC	United States of America	Registered	78967471	05-Sep-2006	3555472	30-Dec-2008
VYDYNE THERMAPLUS	Ascend Performance Materials Operations LLC	United States of America	Pending	88483626	21-Jun-2019		