

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538763

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MRC Marion Acquisition LLC		08/29/2019	Limited Liability Company: DELAWARE
Marion Process Solutions, Inc.		08/29/2019	Corporation: IOWA
Kason Corporation		08/29/2019	Corporation: NEW JERSEY

RECEIVING PARTY DATA

Name:	Abacus Finance Group, LLC, as Agent
Street Address:	335 Madison Avenue
Internal Address:	23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	86369192	MARION
Serial Number:	73637141	SCREENTIPS
Serial Number:	77210417	KASON
Serial Number:	77234675	
Registration Number:	1343839	MARION MIXER
Serial Number:	88361719	MARION PROCESS SOLUTIONS
Serial Number:	88361710	MARION PERFORMANCE GROUP
Serial Number:	88361722	WAVEMIX

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: 6174821776

Email: smordas@goulstonstorrs.com

Correspondent Name: Stacey Mordas

Address Line 1: 400 Atlantic Avenue

TRADEMARK

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Stacey A. Mordas

SIGNATURE: /Stacey A. Mordas/

DATE SIGNED: 08/29/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of August 29, 2019, is made by MRC MARION ACQUISITION LLC, a Delaware limited liability company (“Marion Acquisition”), MARION PROCESS SOLUTIONS, INC., an Iowa corporation (“Marion Process”), KASON CORPORATION, a New Jersey corporation (“Kason”; and together with Marion Acquisition and Marion Process, each a “Grantor” and collectively, the “Grantors”), in favor of Abacus Finance Group, LLC, in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Marion Acquisition, MRC MARION HOLDINGS LLC, a Delaware limited liability company (“Holdings”), the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to Marion Acquisition;

WHEREAS, in connection with the Credit Agreement, the Grantors, the other grantors from time to time party thereto, and the Administrative Agent have entered into that certain Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors are required to execute and deliver to the Administrative Agent, for the ratable benefit of the Secured Parties, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement or, if not otherwise defined in the Guarantee and Collateral Agreement, the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantors hereby pledge, assign and grant to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, and their respective permitted successors, indorsees, transferees and assigns, a continuing first priority security interest in all of the Grantors’ right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

2.1. all of its Trademarks, including those referred to on Schedule I hereto, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

2.2. all extensions and renewals of the foregoing;

2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;

2.4. all rights of any kind whatsoever of the Grantors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

2.5. any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the ratable benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. 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 Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Administrative Agent and each Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

7. TERMINATION. Upon the termination of the Guarantee and Collateral Agreement pursuant to Section 8.17 thereof, upon written request of the Grantors, and at the expense of the Grantors, the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form, and in form and substance reasonably acceptable to the Administrative Agent, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

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

GRANTOR:

MRC MARION ACQUISITION LLC

By: 

Name: Stephen Griesemer

Title: Vice President

MARION PROCESS SOLUTIONS, INC.

By: 

Name: Stephen Griesemer

Title: Vice President

KASON CORPORATION

By: 

Name: Stephen Griesemer

Title: Vice President

ADMINISTRATIVE AGENT:

ABACUS FINANCE GROUP, LLC
as Administrative Agent


By: 

Name: Eric Petersen

Title: Director

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Grantor	Trademark	Serial No.	Filing Date	Registration No.	Registration Date
Marion Process Solutions, Inc.	MARION	86369192	8/18/24	4928304	3/29/16
Kason Corporation	SCREENTIPS	73637141	12/24/86	1468252	12/8/87
Kason Corporation	KASON	77210417	6/20/07	3448091	6/17/08
Kason Corporation	 Design Only	77234675	6/20/07	3448177	6/17/08
Kason Corporation	KASON	AN: 264937	1/11/73	264937	1/11/73
Marion Process Solutions, Inc.	MARION MIXER	72513022	12/10/84	1343839	6/25/85

TRADEMARK APPLICATIONS

Grantor	Trademark	Serial No.	Filing Date
Marion Process Solutions, Inc.	MARION PROCESS SOLUTIONS	88361719	3/28/19
Marion Process Solutions, Inc.	MARION PERFORMANCE GROUP	88361710	3/28/19
Marion Process Solutions, Inc.	WAVEMIX	88361722	3/28/19