

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538901

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GEO Specialty Chemicals, Inc.		08/30/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Administrative Agent		
Street Address:	111 South Wacker Drive		
Internal Address:	36th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	4996999	GEOMEEN	
Registration Number:	4996996	GEOWET	
Registration Number:	4996993	GEOSPERSE	
Registration Number:	4997000	GEORINSE	
Registration Number:	4996994	GEOFLO	
Registration Number:	4997002	GEOMIDE	
Registration Number:	4997001	GEOEST	
Registration Number:	4997006	GEOSULF	
Registration Number:	5002214	POTTERS KLY	
Registration Number:	4997007	GLASSPERSE	
Registration Number:	5002213	GEOSTAT	
Registration Number:	4989824	GEOLUBE	
Registration Number:	4865893	GEO FM	
Registration Number:	4684204	GEOLUBE	
Registration Number:	4601763	TRI-REZ	
Registration Number:	3129487	DILOFLO	
Registration Number:	2814139	DICAP	
Registration Number:	2401438	GEO	

CH \$865.00 4996999

Property Type	Number	Word Mark
Registration Number:	1985801	TRIMET
Registration Number:	1994335	ULTRAPAC
Registration Number:	1808704	ULTRAFLOC
Registration Number:	1769584	LOMAR
Registration Number:	1351178	DILOFLO
Registration Number:	1184405	NOPCOTE
Registration Number:	1184318	HYONIC
Registration Number:	1068776	QUATRENE
Registration Number:	0904972	FOSTEX
Registration Number:	0779272	FLOWCO
Registration Number:	0758654	DMPA
Registration Number:	0713746	NOPCOTE
Registration Number:	0661756	HYONIC
Registration Number:	0637912	LOMAR
Registration Number:	0406600	NOPALCOL
Registration Number:	0338977	DAXAD

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: 212.940.6562

Email: joanne.arnold@katten.com

Correspondent Name: Joanne BL Arnold

Address Line 1: Katten

Address Line 2: 575 Madison Avenue

Address Line 4: New York, NEW YORK 10022-2585

NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	08/30/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

WHEREAS, GEO Specialty Chemicals, Inc., an Ohio corporation (the “Assignor”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Assignor, has entered into an Amended and Restated Security Agreement, dated August 30, 2019 (the “Security Agreement”), in favor of Twin Brook Capital Partners, LLC, in its capacity as Administrative Agent for certain lenders (the “Assignee”);

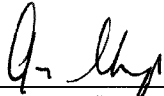
WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

GEO SPECIALTY CHEMICALS, INC.

By:  _____
Name: Jeremy Steinfink
Title: Chief Executive Officer and President

Trademark Security Agreement

TRADEMARK
REEL: 006733 FRAME: 0484

SCHEDULE 1A TO TRADEMARK SECURITY AGREEMENT

Mark	Application No.	Application Date	Registration No.	Registration Date
GEOMEEN	86814084	11/9/15	4996999	7/12/16
GEWET	86814073	11/9/15	4996996	7/12/16
GEOSPERSE	86814052	11/9/15	4996993	7/12/16
GEORINSE	86814094	11/9/15	4997000	7/12/16
GEOFLO	86814068	11/9/15	4996994	7/12/16
GEOMIDE	86814111	11/9/15	4997002	7/12/16
GEOest	86814103	11/9/15	4997001	7/12/16
GEOSULF	86814121	11/9/15	4997006	7/12/16
POTTERS KLY	86814155	11/9/15	5002214	7/19/16
GLASSPERSE	86814143	11/9/15	4997007	7/12/16

GEOSTAT	86814131	11/9/15	5002213	7/19/16
GEOLUBE	86583598	4/1/15	4989824	6/28/16
GEO FM	86584442	4/1/15	4865893	12/8/15
GEOLUBE	86294650	5/29/14	4684204	2/10/15
TRI-REZ	85264328	3/11/11	4601763	9/9/14
DILOFLO	78699455	8/24/05	3129487	8/15/06
DICAP	78131680	5/29/02	2814139	2/10/04
GEO	75653260	3/4/99	2401438	11/7/00
TRIMET	74722780	8/30/95	1985801	7/9/96
ULTRAPAC	74474513	12/29/93	1994335	8/20/96
ULTRAFLOC	74373154	3/29/93	1808704	12/7/93
LOMAR	74308824	8/25/92	1769584	5/11/93
DILOFLO	73518109	1/18/85	1351178	7/30/85
NOPCOTE	73286460	11/19/80	1184405	1/5/82
HYONIC	73231514	9/17/79	1184318	1/5/79
QUATRENE	73071419	12/10/75	1068776	7/5/77
FOSTEX	72346523	12/17/69	0904972	12/29/70
FLOWCO	72162760	2/14/63	0779272	11/3/64

DMPA	72162121	2/5/63	0758654	10/22/63
NOPCOTE	72101506	7/26/60	0713746	4/11/61
HYONIC	72027811	4/9/57	0661756	5/13/58
LOMAR	72002473	1/17/56	0637912	12/4/56
NOPALCOL	71464663	11/3/43	0406600	4/11/44
DAXAD	71377336	4/17/36	0338977	9/22/36