

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544130

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A., as Agent		10/07/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Versum Materials US, LLC		
Street Address:	8555 River Parkway		
City:	Tempe		
State/Country:	ARIZONA		
Postal Code:	85284		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	2914670	SYTON	
Registration Number:	1684289	GASGUARD	
Registration Number:	1529406	M DOT	
Registration Number:	1793492	TRANSFILL	
Registration Number:	2444767	CHEMGUARD	
Registration Number:	2849540	FACS	
Registration Number:	1441835	QMAC	
Registration Number:	3591964	VAPORGUARD	
Registration Number:	3311619	QMAC	
Registration Number:	1347953	AIROPAK	
Registration Number:	1877305	SELECTFLUOR	
Registration Number:	2464013	DEOXO-FLUOR	
Registration Number:	2282777	MEGASYS	
Registration Number:	2483128	SERVICE PLUS	
Registration Number:	1565620	AIROPAK	
Registration Number:	2369676	MEGA-CLASS	
Registration Number:	2152414	BLUE AMMONIA	
Registration Number:	1472757	SOLKATRONIC	
Registration Number:	2837199	WHITE AMMONIA	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2040305	SCHUMACHER
Registration Number:	1614520	MEGABIT
Registration Number:	1078178	EXTREMA
Registration Number:	1595894	TOMCATS
Registration Number:	1719727	EXTREMA
Registration Number:	1783773	TRANS-LC
Registration Number:	2998952	PDEMS
Registration Number:	3342623	SCHUMACHER
Registration Number:	3715690	AP-LTN
Registration Number:	3432204	AP-LTO
Registration Number:	4472355	AP-LTS
Registration Number:	2832095	DEMS
Registration Number:	2371286	ACT
Registration Number:	2602454	COPPEREADY
Registration Number:	3221422	EZSTRIP
Registration Number:	3836604	FLOWMASTER
Registration Number:	3627457	FLEXTHANE
Registration Number:	4109173	SUNSOURCE

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	049133-0149
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	10/07/2019

Total Attachments: 4

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**RELEASE OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This **Release of Security Interest in United States Trademarks**, dated as of October 7, 2019 (this "Release"), is made by CITIBANK, N.A., in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of September 30, 2016 (in such capacity, the "Agent") in favor of VERSUM MATERIALS US, LLC, a limited liability company formed under the laws of Delaware (the "Grantor"). Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement (as defined below), or if not defined therein, in the Security Agreement (as defined below).

W I T N E S S E T H

WHEREAS, Grantor is a party to a Security Agreement dated as of September 30, 2016 (as may have been amended, modified or supplemented, the "Security Agreement") in favor of the Agent, pursuant to which Grantor executed and delivered a Trademark Security Agreement, dated September 30, 2016 (the "Trademark Security Agreement") in favor of the Agent, which Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 27, 2016, at Reel/Frame No. 5910/0178;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, and as security for the payment in full of the Secured Obligations, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, and designs, all registrations and applications filed in connection therewith, including the registrations and applications listed on Schedule I attached hereto, and all goodwill of the business connected with the use thereof or symbolized thereby, and (b) any and all (i) rights and privileges arising under Applicable Law with respect thereto, (ii) renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments then and thereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future Infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future Infringements thereof; but excluding any United States Trademark applications in the United States Patent and Trademark Office filed on the basis of Grantor's "intent to use" such Trademarks prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with the United States Patent and Trademark Office (the "Trademark Collateral"); and

WHEREAS, the Grantor has requested the Agent to, and the Agent now desires to, terminate and release its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, without recourse, representation, warranty, promise, undertaking, statement or assurance of any kind or nature, and at the Grantor's sole cost and expense, hereby terminates, cancels and releases its

security interest in and to the Trademark Collateral, and hereby reassigns to the Grantor any right, title or interest it may have in the Trademark Collateral.

The Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release at the Grantor's sole cost and expense.

[Signature page follows]

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

CITIBANK, N.A,
as Collateral Agent

By: 

Name: Kirkwood Roland

Title: Managing Director & Vice President

SCHEDULE I
to
RELEASE OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

<u>Grantor</u>	<u>Title</u>	<u>Application/ Registration No.</u>	<u>Filing/ Issued Date</u>	<u>Status</u>
Versum Materials US, LLC	SYTON	2914670	12/28/2004	Registered
Versum Materials US, LLC	GASGUARD	1684289	4/28/1992	Registered
Versum Materials US, LLC	M DOT	1529406	3/14/1989	Registered
Versum Materials US, LLC	TRANSFILL	1793492	9/21/1993	Registered
Versum Materials US, LLC	CHEMGUARD	2444767	4/17/2001	Registered
Versum Materials US, LLC	FACS	2849540	6/1/2004	Registered
Versum Materials US, LLC	QMAC (Design)	1441835	6/9/1987	Registered
Versum Materials US, LLC	VAPORGUARD	3591964	3/17/2009	Registered
Versum Materials US, LLC	QMAC	3311619	10/16/2007	Registered
Versum Materials US, LLC	AIROPAK	1347953	7/9/1985	Registered
Versum Materials US, LLC	SELECTFLUOR	1877305	2/7/1995	Registered
Versum Materials US, LLC	DEOXO-FLUOR	2464013	6/26/2001	Registered
Versum Materials US, LLC	MEGASYS	2282777	10/5/1999	Registered
Versum Materials US, LLC	SERVICE PLUS	2483128	8/28/2001	Registered
Versum Materials US, LLC	AIROPAK	1565620	11/14/1989	Registered
Versum Materials US, LLC	MEGA-CLASS	2369676	7/25/2000	Registered
Versum Materials US, LLC	BLUE AMMONIA	2152414	4/21/1998	Registered
Versum Materials US, LLC	SOLKATRONIC and Design	1472757	1/19/1988	Registered
Versum Materials US, LLC	WHITE AMMONIA	2837199	4/27/2004	Registered
Versum Materials US, LLC	SCHUMACHER and Design	2040305	2/25/2007	Registered
Versum Materials US, LLC	MEGABIT	1614520	9/25/1990	Registered
Versum Materials US, LLC	EXTREMA	1078178	11/29/1977	Registered
Versum Materials US, LLC	TOMCATS	1595894	5/15/1990	Registered
Versum Materials US, LLC	EXTREMA	1719727	9/29/1992	Registered
Versum Materials US, LLC	TRANS-LC	1783773	7/27/1993	Registered
Versum Materials US, LLC	PDEMS	2998952	9/20/2005	Registered
Versum Materials US, LLC	SCHUMACHER	3342623	11/27/2007	Registered
Versum Materials US, LLC	AP-LTN	3715690	11/24/2009	Registered
Versum Materials US, LLC	AP-LTO	3432204	5/20/2008	Registered
Versum Materials US, LLC	AP-LTS	4472355	1/21/2014	Registered
Versum Materials US, LLC	DEMS	2832095	4/13/2004	Registered
Versum Materials US, LLC	ACT	2371286	7/25/2000	Registered
Versum Materials US, LLC	COPPEREADY	2602454	7/30/2002	Registered
Versum Materials US, LLC	EZSTRIP	3221422	3/27/2007	Registered
Versum Materials US, LLC	FLOWMASTER	3836604	8/24/2010	Registered
Versum Materials US, LLC	FLEXTHANE	3627457	5/29/2009	Registered
Versum Materials US, LLC	SUNSOURCE	4109173	3/6/2012	Registered