

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM544142

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASCENSUS SPECIALTIES LLC		09/24/2019	Limited Liability Company: DELAWARE
CALLERY, LLC		09/24/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, as Agent		
Street Address:	720 East Wisconsin Avenue		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	Insurance Company: WISCONSIN		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	88110800	A	
Serial Number:	87670808	ASCENSUS	
Serial Number:	78174347	ACUBRIGHT	
Serial Number:	78070378	CHROMACLEAR	
Serial Number:	75734293	COLORCLEAR	
Serial Number:	75733187	BOROL	
Serial Number:	73601686	VENMET	
Serial Number:	73601988	VENPURE	
Serial Number:	72228381	BOROL	
Serial Number:	88362629	CALLERY	
Serial Number:	75470578	CALSELECT	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<i>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.</i>			
Phone:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com,		

OP \$290.00 88110800

Correspondent Name: maryelizabethzaldivar@mvalaw.com
Address Line 1: Moore & Van Allen PLLC
Address Line 2: 100 North Tryon Street
Address Line 4: Suite 4700, ATTN: IP DEPARTMENT
Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 036760.000195

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 10/07/2019

Total Attachments: 6

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EXECUTION VERSION

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agent (as such term is defined in the Intercreditor Agreement) pursuant to or in connection with this Agreement, the terms of this Agreement and the exercise of any right or remedy by the Second Lien Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of September 24, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Antares Capital LP, as the First Lien Agent, and The Northwestern Mutual Life Insurance Company, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall control.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 24, 2019, is made by Ascensus Specialties LLC, a Delaware limited liability company ("Ascensus"), and Callery, LLC, a Delaware limited liability company ("Callery"; and together with Ascensus, each a "Grantor" and, collectively, the "Grantors"), in favor of The Northwestern Mutual Life Insurance Company ("NML"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of September 24, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Ascensus Specialties LLC, a Delaware limited liability company ("Ascensus"), the other Borrowers, the other Credit Parties, the Lenders from time to time party thereto and The Northwestern Mutual Life Insurance Company, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement dated as of September 24, 2019, in favor of the Agent (the "Guaranty and Security Agreement"), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in such Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

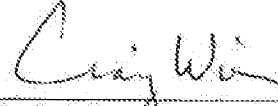
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

ASCENSUS SPECIALTIES LLC,

as a Grantor

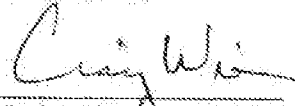
By: 

Name: Craig Wien

Title: Chief Financial Officer

CALLERY, LLC,

as a Grantor

By: 

Name: Craig Wien

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY,
as Agent

By:  
Name: David A. Barras
Its: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
A	88110800	09/10/2018	N/A	N/A	Published	Ascensus Specialties LLC
ASCENSUS	87670808	11/03/2017	5602977	11/06/2018	Registered	Ascensus Specialties LLC
ACUBRIGHT	78174347	10/15/2002	2940688	04/12/2005	Registered	Ascensus Specialties LLC
CHROMACLEAR	78070378	06/21/2001	2744961	06/29/2003	Registered	Ascensus Specialties LLC
COLORCLEAR	75734293	06/21/1999	2502672	10/30/2001	Registered	Ascensus Specialties LLC
BOROL	75733187	06/11/1999	2351816	05/23/2000	Registered	Ascensus Specialties LLC
VENMET	73601686	06/02/1986	1436979	04/21/1987	Registered	Ascensus Specialties LLC
VENPURE	73601988	06/02/1986	1431651	03/10/1987	Registered	Ascensus Specialties LLC
BOROL	72228381	09/22/1965	0811200	07/19/1966	Registered	Ascensus Specialties LLC
CALLERY	88362629	03/29/2019	N/A	N/A	Pending	Callery, LLC
CALSELECT	75470578	04/20/1998	2266794	08/03/1999	Registered	Callery, LLC