

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545260

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, N.A.		09/30/2019	National Banking Association:
RECEIVING PARTY DATA			
Name:	Tronox LLC		
Street Address:	263 Tresser Boulevard		
Internal Address:	Suite 110		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4764906	E	
Registration Number:	4544270	E	
Registration Number:	4649667	E ELECTROLYTIC PRODUCTS OF TRONOX LLC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Max Goodman		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	122962.19		
NAME OF SUBMITTER:	Max Goodman		
SIGNATURE:	/Max Goodman/		
DATE SIGNED:	10/15/2019		
Total Attachments: 4			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made this 30th day of September, 2019 (the “Release Date”), by Wells Fargo Bank, N.A., (the “Agent”), for the benefit of Tronox LLC, a Delaware limited liability company (the “Debtor”).

WHEREAS, the Debtors have entered into that certain Trademark Security Agreement, dated as of September 22, 2017 with the Agent (the “Trademark Security Agreement”),

WHEREAS, pursuant to the Trademark Security Agreement, each Debtor pledged and granted to the Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Collateral of such Debtor, whether then existing or thereafter arising or acquired from time to time (collectively, the “Trademark Collateral”): each trademark, trademark registration, and trademark application listed on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and all proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule 1 hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

WHEREAS, the Agent has filed with the United States Patent and Trademark Office (the “USPTO”) notices of security interests in the Trademark Collateral, the Trademark Security Agreement was recorded by the USPTO on September 22, 2017 at Reel 006160, Frame 0392;

WHEREAS, the Debtor has requested that the Agent release its security interest in the Trademark Collateral in connection with a disposition permitted under the Loan Documents.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, the Agent hereby irrevocably and forever terminates, releases and discharges any and all of its security interest in, and all of its right, title and interest in, to and under, the Trademark Collateral granted by the Debtor under the Trademark Security Agreement set forth on Schedule I hereto.
2. Recordation of Release. The Agent understands and agrees that this Release may be recorded by or for the Debtor with the U.S. Patent and Trademark Office.
3. Further Actions. The Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may

reasonably require to effect the intent and purpose of this Release; provided, that all such documents are to be prepared by counsel to such Debtor and the cost and expense of such documents and actions shall be borne solely by such Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

Wells Fargo Bank, N.A.

By: Peter Schuebler

Name: Peter Schuebler

Title: Vice President

Schedule 1

<u>Jurisdiction</u>	<u>Mark</u>	<u>Application No. / Date</u>	<u>Registration No. / Date</u>	<u>Registered Owner</u>
US	E (Design)	85/751,869 10/11/2012	4,764,906 06/30/2015	Tronox LLC
US	E (Design)	85/751,833 10/11/2012	4,544,270 06/03/2014	Tronox LLC
US	Electrolytic Products (Design)	85/751,913 10/11/2012	4,649,667 12/02/2014	Tronox LLC