

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aristech Surfaces LLC	FORMERLY Aristech Acrylics LLC	10/17/2019	Limited Liability Company: KENTUCKY
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, LLC (f/k/a Wells Fargo Foothill, LLC)		
Street Address:	125 High Street		
Internal Address:	11th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4893397	ADVANC3	
Serial Number:	88343754	ARISTECH ACADEMY	
Registration Number:	4946859	ARISTECH ACRYLICS	
Registration Number:	4946857	ARISTECH SURFACES	
Registration Number:	4809692	ARISTECH SURFACES	
Registration Number:	4946860	AVONITE SURFACES	
Registration Number:	5346223	CHROMATIX	
Registration Number:	5757871	CONTOUR	
Serial Number:	88581278	ENRICHED COLOR TECHNOLOGY	
Registration Number:	5735695	RAPID FORM	
Registration Number:	5373871	RIGHT SIZE	
Registration Number:	5252380	STUDIO COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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) 756-2132		
Email:	scott.kareff@srz.com		
TRADEMARK			

CH \$315.00 4893397

Correspondent Name: Scott Kareff
Address Line 1: Schulte Roth & Zabel, 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 025983.0150

NAME OF SUBMITTER: Scott Kareff

SIGNATURE: /RS for SK/

DATE SIGNED: 10/17/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 17th day of October, 2019, by and between ARISTECH SURFACES LLC (formerly known as Aristech Acrylics LLC), a Kentucky limited liability company ("Grantor" or "Borrower"), and WELLS FARGO CAPITAL FINANCE, LLC (formerly known as Wells Fargo Foothill, LLC), in its capacity as administrative agent for the Lender Group and the Bank Product Providers (together with its successors and assigns, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 2, 2008 (as amended and restated by that certain Amended and Restated Credit Agreement dated as of September 1, 2010, as further amended and restated by that certain Second Amended and Restated Credit Agreement dated as of October 17, 2014, and as further amended and restated by that certain Third Amended and Restated Credit Agreement dated as of the date hereof, and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among SK AA Holdings, LLC, a Delaware limited liability company, as parent ("Parent"), Borrower, the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof;

WHEREAS, Grantor has executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated as of April 2, 2008 (including all annexes, exhibits or schedules thereto, as amended by that certain Omnibus Amendment dated as of October 17, 2014 by and among Parent, Borrower and Agent, and as further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Trademark Security Agreement dated as of April 2, 2008, as well as that certain Trademark Security Agreement dated as of October 17, 2014, by and among Grantors listed on the signature pages thereto and Agent; and

WHEREAS, pursuant to the Security Agreement and in connection with the Third Amended and Restated Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, to secure the Secured Obligations, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License and other General Intangibles with respect to the foregoing; and

(d) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License; provided that, notwithstanding the foregoing, Trademark Collateral shall not include any 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 the validity or enforceability of such intent to use trademark applications under the applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any discrepancy or inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement, as a whole and not to any particular provision of this Trademark Security

Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. CHOICE OF LAW, VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE SET FORTH IN SECTION 23 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

IN WITNESS WHEREOF, 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.

ARISTECH SURFACES LLC

By: Scott Bennett

Name: Scott Bennett

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC, as
Agent

By: _____

Name: _____

Title: _____

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, 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.

ARISTECH SURFACES LLC

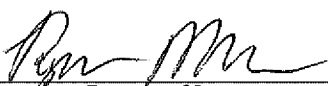
By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC, as
Agent

By:  _____

Name: Ryan More

Title: AVP

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Filed	Appl. No.	Reg Date	Reg No.
ADVANC3	03-Apr-2014	86/241,622	26-Jan-2016	4,893,397
ARISTECH ACADEMY	18-Mar-2019	88/343,754	--	--
ARISTECH ACRYLICS & Design	30-May-2014	86/296,375	26-Apr-2016	4,946,859
ARISTECH SURFACES	30-May-2014	86/295,723	26-Apr-2016	4,946,857
ARISTECH SURFACES & Design	30-May-2014	86/296,658	08-Sep-2015	4,809,692
AVONITE SURFACES & Design	30-May-2014	86/296,696	26-Apr-2016	4,946,860
CHROMATIX	09-May-2017	87/442,427	28-Nov-2017	5,346,223
CONTOUR	03-Apr-2014	86/241,897	21-May-2019	5,757,871
ENRICHED COLOR TECHNOLOGY	16-Aug-2019	88/581,278	--	--
RAPID FORM	02-Apr-2018	87/859,273	23-Apr-2019	5,735,695
RIGHT SIZE	18-May-2017	87/455,627	09-Jan-2018	5,373,871
STUDIO COLLECTION	03-Aug-2016	87/125,984	25-Jul-2017	5,252,380

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses