

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545803

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aristech Surfaces LLC		10/17/2019	Limited Liability Company: KENTUCKY
RECEIVING PARTY DATA			
Name:	Keynejad 2009 Family Trust, as Lender Representative		
Street Address:	1515 N Federal Hwy		
Internal Address:	Suite 405		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33432		
Entity Type:	Trust: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	1444153	A NEW STONE AGE OF ELEGANCE	
Registration Number:	2392212	ACRYSTEEL	
Registration Number:	4893397	ADVANC3	
Registration Number:	1604657	ALTAIR	
Registration Number:	1605545	ALTAIR PLUS	
Registration Number:	2804605	ARISTECH ACRYLICS	
Registration Number:	4946859	ARISTECH ACRYLICS	
Registration Number:	4946857	ARISTECH SURFACES	
Registration Number:	4809692	ARISTECH SURFACES	
Registration Number:	1753241	AVONITE	
Registration Number:	1845601	AVONITE	
Registration Number:	4946860	AVONITE SURFACES	
Registration Number:	4581017	BIO-LOK	
Registration Number:	4581018	BIO-LOK MICROBE SHIELD	
Registration Number:	5346223	CHROMATIX	
Registration Number:	5757871	CONTOUR	
Registration Number:	2738211		
Registration Number:	2559066	QUALITY THAT COMES TO THE SURFACE	
TRADEMARK			

CH \$665.00 1444153

Property Type	Number	Word Mark
Registration Number:	1844448	QUARITE
Registration Number:	5735695	RAPID FORM
Registration Number:	5373871	RIGHT SIZE
Registration Number:	4806635	SK CAPITAL
Registration Number:	1484878	SPECTRAPAK
Registration Number:	5252380	STUDIO COLLECTION
Serial Number:	88343754	ARISTECH ACADEMY
Serial Number:	88581278	ENRICHED COLOR TECHNOLOGY

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128628738

Email: michelle.nowicki@kirkland.com

Correspondent Name: Michelle Nowicki

Address Line 1: 300 N. LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 17680-7

NAME OF SUBMITTER: Michelle Nowicki

SIGNATURE: /Michelle Nowicki/

DATE SIGNED: 10/18/2019

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of October 17, 2019, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and KEYNEJAD 2009 FAMILY TRUST, in its capacity as Lender Representative for the Lender Group (together with its successors and assigns, "Keynejad Trust" or "Lender Representative").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among SK AA Holdings, LLC, a Delaware limited liability company, as parent ("Parent"), Aristech Surfaces LLC, a Kentucky limited liability company, as borrower ("Borrower"), Keynejad Trust and SIADAT 2009 FAMILY TRUST ("Siadat Trust"), and together with Keynejad Trust and their respective successors and assigns, each individually as a "Lender" and collectively as the "Lenders"), the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Lender Representative, for the benefit of the Lender Group, that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Lender Representative, for the benefit of Lender Group, 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, each 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. Each Grantor hereby grants to Lender Representative, for the benefit of the Lender Group, to secure the Secured Obligations, a continuing first priority security interest in all of such 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 such 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 interests 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 Grantors, or any of them, to Lender Representative and Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender Representative, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender Representative 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 there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender Representative with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender Representative unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. 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 Lender Representative'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 Trademark Security 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. 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*.

9. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the Liens granted to the Lenders pursuant to this Trademark Security Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the Senior Agent, pursuant to or in connection with the Senior Credit Agreement and (ii) the exercise of any right or remedy by the Lenders hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Security Agreement, the terms of the Intercreditor Agreement shall govern and control. No right, power or remedy granted to the Lenders hereunder shall be exercised by the Lenders, and no direction shall be given by the Lender Representative, in contravention of the Intercreditor Agreement, any obligation of the Grantors in this Trademark Security Agreement that requires delivery of certificates or instruments (including endorsements related thereto or registration thereof) constituting Collateral to the Lenders, or the granting of control of Collateral to the Lenders (to the extent that control may only be in granted to one person under the UCC), shall be deemed complied with and satisfied by delivery of such Collateral (including endorsements related thereto or registration thereof) to, or grant of control over such Collateral, to the Senior Agent pursuant to the Intercreditor Agreement; provided, that, notwithstanding the foregoing, nothing contained in this Section 27 shall limit or otherwise adversely affect the grant or perfection of a Lien on or a security interest in any Collateral under this Trademark Security Agreement.

[Signature Page Follows]

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.

ARISTECH SURFACES LLC,
a Kentucky limited liability company

By: Scott Bennett

Name: Scott Bennett

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

KEYNEJAD 2009 FAMILY TRUST

By: _____

Name: Barry Siadat

Title: Trustee

SIADAT 2009 FAMILY TRUST

By: _____

Name: Jamshid Keynejad

Title: Trustee

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.

ARISTECH SURFACES LLC,
a Kentucky limited liability company

By: _____

Name: Scott Bennett

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

KEYNEJAD 2009 FAMILY TRUST

By:  _____

Name: Barry Siadat

Title: Trustee

SIADAT 2009 FAMILY TRUST

By: _____

Name: Jamshid Keynejad

Title: Trustee

Trademark Security Agreement

TRADEMARK
REEL: 006774 FRAME: 0806

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.

ARISTECH SURFACES LLC,
a Kentucky limited liability company

By: _____

Name: Scott Bennett

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

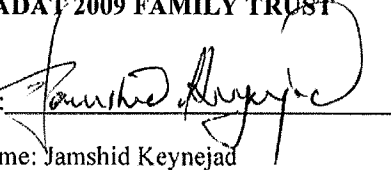
KEYNEJAD 2009 FAMILY TRUST

By: _____

Name: Barry Siadat

Title: Trustee

SIADAT 2009 FAMILY TRUST

By:  _____

Name: Jamshid Keynejad

Title: Trustee

Trademark Security Agreement

TRADEMARK
REEL: 006774 FRAME: 0807

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Trademark	Filed	Appl. No.	Reg Date	Reg No.
A NEW STONE AGE OF ELEGANCE	07-Nov-1986	73/629,299	23-Jun-1987	1,444,153
ACRYSTEEL	24-Dec-1998	75/612,063	03-Oct-2000	2,392,212
ADVANC3	03-Apr-2014	86/241,622	26-Jan-2016	4,893,397
ALTAIR	05-Oct-1989	73/829,496	03-Jul-1990	1,604,657
ALTAIR PLUS	06-Oct-1989	73/830,409	10-Jul-1990	1,605,545
ARISTECH ACADEMY	18-Mar-2019	88/343,754	--	--
ARISTECH ACRYLICS	20-Feb-2003	76/496,118	13-Jan-2004	2,804,605
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	--	--	16-Feb-1993	1,753,241
AVONITE	14-Sep-1993	74/437,267	19-Jul-1994	1,845,601
AVONITE SURFACES &	30-May-2014	86/296,696	26-Apr-2016	4,946,860

Trademark	Filed	Appl. No.	Reg Date	Reg No.
Design				
BIO-LOK	29-Jan-2013	85/835,746	05-Aug-2014	4,581,017
BIO-LOK MICROBE SHIELD (Stylized) & Design	29-Jan-2013	85/835,768	05-Aug-2014	4,581,018
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	--	--
Miscellaneous Design	24-Jul-2001	76/289,364	15-Jul-2003	2,738,211
QUALITY THAT COMES TO THE SURFACE	03-Jul-1997	75/329,593	09-Apr-2002	2,559,066
QUARITE	12-Aug-1993	74/423,636	12-Jul-1994	1,844,448
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
SK CAPITAL	04-Jul-2014	86/328,961	08-Sep-2015	4,806,635
SPECTRAPAK	18-May-1987	73/661,320	19-Apr-1988	1,484,878
STUDIO COLLECTION	03-Aug-2016	87/125,984	25-Jul-2017	5,252,380