

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551522

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shrieve Chemical Products, LLC		12/02/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance Agency, LLC, as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2377618	ZEROL	
Registration Number:	4739527	PROGILINE	
Registration Number:	2033573	BIO-BASE	
Registration Number:	2082243	BIO-ADD	
Registration Number:	5195572	BIO-COIL	
Registration Number:	3990797	DF 100	
Registration Number:	3990798	DF 500	
Registration Number:	3990799	DF 3000	
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		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1922		

CH \$215.00 2377618

NAME OF SUBMITTER:	Scott Kareff (014951-1922)
SIGNATURE:	/kc for sk/
DATE SIGNED:	12/02/2019
Total Attachments: 4 source=Shrieve - Trademark Security Agreement#page1.tif source=Shrieve - Trademark Security Agreement#page2.tif source=Shrieve - Trademark Security Agreement#page3.tif source=Shrieve - Trademark Security Agreement#page4.tif	

GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of December 2, 2019, by Shrieve Chemical Products, LLC, a Texas limited liability company ("Grantor"), in favor of Cerberus Business Finance Agency, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and permitted assigns in such capacity, "Grantee").

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated December 2, 2019 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has assigned to the Grantee and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the trademarks and service marks listed on the attached Schedule A (excluding, for clarity, any intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"), together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge and grant to the Grantee for the benefit of the Grantee and Secured Parties, a continuing security interest in the Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property) to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the Security Agreement shall control.

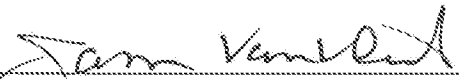
This Trademark Security Agreement may be executed in any number of

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

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

SHRIEVE CHEMICAL PRODUCTS, LLC

By: 
Name: Jason VanVleet
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006806 FRAME: 0764

SCHEDULE A TO GRANT OF A SECURITY INTEREST:

Registered Trademarks

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Shrieve Chemical Products, LLC	USA	ZEROL	2377618	August 15, 2000
Shrieve Chemical Products, LLC	USA	PROGILENE	4739527	May 19, 2015
Shrieve Chemical Products, LLC	USA	BIO-BASE	2033573	January 28, 1997
Shrieve Chemical Products, LLC	USA	BIO-ADD	2082243	July 22, 1997
Shrieve Chemical Products, LLC	USA	BIO-COIL	5195572	May 2, 2017
Shrieve Chemical Products, LLC	USA	DF 100	3990797	July 5, 2011
Shrieve Chemical Products, LLC	USA	DF 500	3990798	July 5, 2011
Shrieve Chemical Products, LLC	USA	DF 3000	3990799	July 5, 2011

Pending Trademarks:

None.