

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM554176

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HUDSON TECHNOLOGIES COMPANY		12/19/2019	Corporation: TENNESSEE
HUDSON TECHNOLOGIES, INC.		12/19/2019	Corporation: NEW YORK
ASPEN REFRIGERANTS, INC.		12/19/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT		
Street Address:	100 PARK AVENUE, 14TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	5716535	COLDPACK	
Registration Number:	4187266	CLEAN EXCHANGE	
Registration Number:	4552124	AMERI-PURE	
Registration Number:	3184719	CHILLSMART	
Registration Number:	3788857	FLUID CHEMISTRY	
Registration Number:	2227148	GLACIER	
Registration Number:	1985422	ZUGIBEAST	
Registration Number:	2601434	R-SIDE	
Registration Number:	2559214	REFRIGERANTSIDE	
Registration Number:	5320782	REKLAIM	
Registration Number:	4874699	REFRIGATRON	
Registration Number:	3380386	ASPEN	
Registration Number:	3931250	REKLAIM	
Registration Number:	3891541	REKLAIM	
Registration Number:	3390931	ASPEN REFRIGERANTS	

CH \$615.00 5716535

Property Type	Number	Word Mark
Registration Number:	2068414	REFRON
Registration Number:	2068413	ANY REFRIGERANT, ANY PLACE, ANY TIME
Registration Number:	2085264	REFRON REGISTRY
Registration Number:	2090198	FOR ALL YOUR REFRIGERANT NEEDS
Registration Number:	1851233	REFRON
Registration Number:	4951991	SMARTENERGY OPS OPERATIONS / PERFORMANCE
Registration Number:	4951990	SMARTENERGY OPS
Registration Number:	3190044	CHILLER CHEMISTRY
Registration Number:	1969986	HUDSON TECHNOLOGIES, INC.

CORRESPONDENCE DATA

Fax Number: 6179518736

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: 6173417729

Email: katarzyna.gaysunas@morganlewis.com

Correspondent Name: Katarzyna Gaysunas

Address Line 1: 1 Federal St

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110-1726

NAME OF SUBMITTER:	Katarzyna Gaysunas
SIGNATURE:	/Katarzyna Gaysunas/
DATE SIGNED:	12/19/2019

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 19th day of December, 2019, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 19, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among **HUDSON TECHNOLOGIES, INC.**, a New York corporation, (“Parent”), **HUDSON HOLDINGS, INC.**, a Nevada corporation (“Hudson Holdings”), **HUDSON TECHNOLOGIES COMPANY**, a Tennessee corporation (“Hudson Technologies”), **ASPEN REFRIGERANTS, INC.**, a Delaware corporation (“Aspen”; and together with Hudson Holdings, Hudson Technologies, and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of December 19, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s

right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

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

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) 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 Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of 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 Agent, the other members of 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 any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is 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 Guaranty and Security Agreement. Each 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 Guaranty and 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 Guaranty and Security Agreement, the Guaranty and 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 Agent 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 Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each 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 is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall

deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

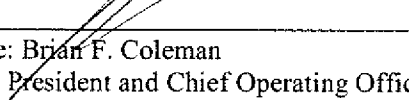
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGES FOLLOW]

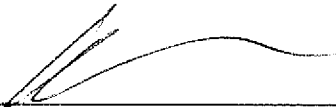
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


HUDSON TECHNOLOGIES COMPANY, a
Tennessee corporation

By: 
Name: Brian F. Coleman
Title: President and Chief Operating Officer

HUDSON TECHNOLOGIES, INC., a New York
corporation

By: 
Name: Brian F. Coleman
Title: President and Chief Operating Officer

ASPEN REFRIGERANTS, INC., a Delaware
corporation

By: 
Name: Brian F. Coleman
Title: President and Chief Operating Officer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association, as Agent

By: _____

Name:

Victor Panasci

Title:

Its Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

UNITED STATES TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
<u>Hudson Technologies, Inc.</u>	<u>5716535</u>	<u>COLDPACK</u>
<u>Hudson Technologies, Inc.</u>	<u>4951991</u>	<u>SMARTENERGY OPS OPERATIONS / PERFORMANCE / SERVICE</u>
<u>Hudson Technologies, Inc.</u>	<u>4951990</u>	<u>SMARTENERGY OPS</u>
<u>Hudson Technologies, Inc.</u>	<u>4187266</u>	<u>CLEAN EXCHANGE</u>
<u>Hudson Technologies, Inc.</u>	<u>4552124</u>	<u>AMERI-PURE</u>
<u>Hudson Technologies, Inc.</u>	<u>3190044</u>	<u>CHILLER CHEMISTRY</u>
<u>Hudson Technologies, Inc.</u>	<u>3184719</u>	<u>CHILLSMART</u>
<u>Hudson Technologies, Inc.</u>	<u>3788857</u>	<u>FLUID CHEMISTRY</u>
<u>Hudson Technologies, Inc.</u>	<u>2227148</u>	<u>GLACIER</u>
<u>Hudson Technologies, Inc.</u>	<u>1985422</u>	<u>ZUGIBEAST</u>

Hudson Technologies, Inc.	1969986	HUDSON TECHNOLOGIES, INC.
Hudson Technologies Company	2601434	R-SIDE
Hudson Technologies Company	2559214	REFRIGERANTSIDE
Aspen Refrigerants, Inc.	5320782	REKLAIM
Aspen Refrigerants, Inc.	4874699	REFRIGATRON
Aspen Refrigerants, Inc.	3380386	ASPEN
Aspen Refrigerants, Inc.	3931250	REKLAIM
Aspen Refrigerants, Inc.	3891541	REKLAIM
Aspen Refrigerants, Inc.	3390931	ASPEN REFRIGERANTS
Aspen Refrigerants, Inc.	2068414	REFRON
Aspen Refrigerants, Inc.	2068413	ANY REFRIGERANT, ANY PLACE, ANY TIME
Aspen Refrigerants, Inc.	2085264	REFRON REGISTRY
Aspen Refrigerants, Inc.	2090198	FOR ALL YOUR REFRIGERANT NEEDS
Aspen Refrigerants, Inc.	1851233	REFRON

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
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None.

OTHER TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
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None.

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
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None.