

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592034

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emerald Kalama Chemical, LLC		08/12/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	The Cayman Islands Branch of a Swiss Banking corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5597442	KALAGUARD	
Registration Number:	5950605	VITROFLEX	
Registration Number:	3877652	KALAMA	
Registration Number:	1909629	K-FLEX	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU		
Address Line 1:	885 THIRD AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	030786-0627		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	08/14/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 12, 2020, between **EMERALD PERFORMANCE MATERIALS, LLC**, a Delaware limited liability company, **EMERALD KALAMA CHEMICAL, LLC**, a Delaware limited liability company, **EMERALD POLYMER ADDITIVES, LLC**, a Delaware limited liability company (each, a “**Grantor**” and together, the “**Grantors**”), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent.

WHEREAS, each Grantor owns the Trademark Collateral (as defined below);

WHEREAS, Emerald Performance Materials, LLC, (the “**Borrower**”), the Lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent and Administrative Agent, are parties to a Credit Agreement, dated as of August 12, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a Security Agreement, dated as of August 12, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, the Guarantors party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), each Grantor has (i) secured certain of its obligations (the “**Obligations**”) or (ii) secured its guarantee of certain obligations of the Borrower (the “**Grantor’s Secured Guarantee**”), as applicable, by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, each Grantor hereby grants to the Grantee, to secure the Obligations or the Grantor’s Secured Guarantee, as applicable, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by each Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

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


EMERALD POLYMER ADDITIVES, LLC
EMERALD KALAMA CHEMICAL, LLC
EMERALD PERFORMANCE MATERIALS, LLC

By: Wayne T Byrne
Name: Wayne Byrne
Title: Chief Financial Officer

Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By:  _____
Name: Vipul Dhadha
Title: Authorized Signatory

By:  _____
Name: Brady Bingham
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007022 FRAME: 0217

**Schedule 1
to Trademark Security Agreement**

EMERALD POLYMER ADDITIVES, LLC
EMERALD KALAMA CHEMICAL, LLC
EMERALD PERFORMANCE MATERIALS, LLC

REGISTERED U.S. TRADEMARKS

Owner	Trademark	Reg. Date	Registration No.
EMERALD KALAMA CHEMICAL, LLC	KALAGUARD	10/30/2018	5597442
EMERALD KALAMA CHEMICAL, LLC	VITROFLEX	12/31/2019	5950605
EMERALD PERFORMANCE MATERIALS, LLC	EMERALD	6/4/2013	4344989
EMERALD PERFORMANCE MATERIALS, LLC	EMERALD PERFORMANCE MATERIALS	6/4/2013	4344987
EMERALD KALAMA CHEMICAL, LLC	KALAMA	11/16/2010	3877652
EMERALD KALAMA CHEMICAL, LLC	K-FLEX	8/8/1995	1909629
EMERALD POLYMER ADDITIVES, LLC	STALITE	9/7/1976	1047433
EMERALD POLYMER ADDITIVES, LLC	RESIN D	4/12/1977	1063037
EMERALD POLYMER ADDITIVES, LLC	CURE-RITE	7/27/1976	1044545
EMERALD POLYMER ADDITIVE, LLC	GOOD-RITE	10/2/1973	0969439
EMERALD POLYMER ADDITIVES, LLC	GOOD-RITE	6/26/1973	0961838
EMERALD POLYMER ADDITIVES LLC	SUPERLITE	5/12/1959	0678285
EMERALD POLYMER ADDITIVES, LLC	GOODRITE	7/16/1946	0422356

TRADEMARK LICENSES

None.