# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM606257

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** Trademark Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Emerson Resources, Inc.		10/27/2020	Corporation: PENNSYLVANIA

## **RECEIVING PARTY DATA**

Name:	Golub Capital LLC, as administrative agent	
Street Address:	t Address: 100 South Wacker Drive	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	ity Type: Limited Liability Company: DELAWARE	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3896398	PLASACRYL

### **CORRESPONDENCE DATA**

Fax Number:

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: 2136207848

Email: iprecordations@whitecase.com Correspondent Name: Justine Lu/White & Case LLP Address Line 1: 555 South Flower Street, 2700 Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1182886-0026-S216	
NAME OF SUBMITTER:	Justine Lu	
SIGNATURE:	/Justine Lu/	
DATE SIGNED:	11/02/2020	

### **Total Attachments: 5**

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#### TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of October 27, 2020, is made by EMERSON RESOURCES, INC., a Pennsylvania corporation ("**Grantor**"), in favor of GOLUB CAPITAL LLC, in its capacity as administrative agent ("**Administrative Agent**") for the Secured Parties (as defined in the Credit Agreement (as defined below)).

#### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 30, 2016, by and among PACE ANALYTICAL SERVICES, LLC, a Minnesota limited liability company, as the borrower thereunder ("Borrower"), the other Loan Parties party thereto from time to time, Administrative Agent and the other Lenders party thereto from time to time (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, refinanced, extended, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to Borrower;

WHEREAS, as a condition to the availability of the Loans and other financial accommodations under the Credit Agreement, Administrative Agent and Lenders have required, among other things, that Grantor execute the Security Agreement (as defined below);

WHEREAS, pursuant to that certain Security Agreement, dated as of September 30, 2016, by and among Borrower, the other Grantors (as defined therein) party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien on, all Trademarks of such Grantor, whether now owned or existing or hereafter acquired or arising; and

**WHEREAS**, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the 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. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Security Agreement and/or Credit Agreement, as applicable.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing first priority security interest in, and lien upon, all of such Grantor's presently existing or hereafter acquired right, title and interest in and to the

TRADEMARK REEL: 007093 FRAME: 0063 Trademarks, including, without limitation, the Trademarks set forth on <u>Schedule A</u> hereto together with any goodwill associated therewith, and all proceeds and products thereof.

- 3. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related 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.
- 4. <u>EXECUTION IN COUNTERPARTS</u>. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic means of transmission (including, ".pdf") shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," and words of like import herein shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.
- 5. <u>GOVERNING LAW</u>. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[SIGNATURE PAGES FOLLOW]

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TRADEMARK REEL: 007093 FRAME: 0064 IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**EMERSON RESOURCES, INC.**, a Pennsylvania corporation, as Grantor

By:

me: Eric R. R

Title: Presid

## ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC, as Administrative Agent

By:

Name: Marc C. Robinson Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (EMERSON RESOURCES, INC. JOINDER)]

# Schedule A

# Registered Trademarks

Mark	Filing/Reg.	Serial/Reg. No.	Owner
	Date		
PLASACRYL	Filing Date	Serial No.	Emerson
	3/3/2010	77949169	Resources, Inc.
	Reg. Date	Reg. No.	
	12/28/2010	3896398	

Schedule A - Trademark Security Agreement

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**RECORDED: 11/02/2020** 

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