

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610119

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KOST USA, Inc.		11/20/2020	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3326436	ACHIEVAL	
Registration Number:	3313915	ANTI-CONSUMPTION ADDITIVE CONTAINS BITTE	
Registration Number:	4914945	AUTOSHIELD	
Registration Number:	3804445	BIOCHILL	
Registration Number:	3277022	DEFENDAL	
Serial Number:	90190126	ENGINE ICE	
Serial Number:	90190137	ENGINE ICE HI-PERFORMANCE PRODUCTS	
Registration Number:	2230641	KOST	
Registration Number:	2766816	KOSTGARD	
Registration Number:	3169808	TOUGHINAL	
Registration Number:	4396465	TOUGHINAL	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		

OP \$290.00 3326436

ATTORNEY DOCKET NUMBER:	057121-0306
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	11/20/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 20, 2020, is made by the entity listed on the signature page hereof (the “Grantor”), in favor of Antares Capital LP (“Antares”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 31, 2018 (as amended by that certain Incremental Amendment and Amendment No. 1 to Credit Agreement, dated as of April 9, 2020 and as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, New US Holdco 1, New US Holdco 2, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, from time to time the Credit Parties may enter into one or more Secured Rate Contracts with Secured Swap Providers and/or Secured Cash Management Agreements with Cash Management Banks;

WHEREAS, the Grantor has agreed, pursuant to a Joinder Agreement, dated as of the date hereof, by the Grantor in favor of the Agent which joins the Grantor to the Amended and Restated Guaranty and Security Agreement, dated as of April 9, 2020 by Recochem Inc. and other Grantors party thereto from time to time in favor of Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the other Credit Parties; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder and to induce the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into Secured Cash Management Agreements, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, however, that in no event shall the Trademark Collateral include Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, the 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.

KOST USA, INC.,
as Grantor

By: Richard Boudreaux
Name: Richard Boudreaux
Title: President



ACKNOWLEDGED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP
as Agent

By: 
Name: Bhoumik Rokadia
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Mark	International Class(es)	Application No Filing Date	Registration No Registration Date	Status
ACHIEVAL	1, 4	78670507 14-JUL-2005	3326436 30-OCT-2007	Registered.
ANTI-CONSUMPTION ADDITIVE CONTAINS BITTER-AID 	1	78727362 05-OCT-2005	3313915 16-OCT-2007	Registered.
AUTOSHIELD	1	86475310 09-DEC-2014	4914945 08-MAR-2016	Registered.
BIOCHILL	1	77712775 13-APR-2009	3804445 15-JUN-2010	Registered.
DEFENDAL	1	78670724 14-JUL-2005	3277022 07-AUG-2007	Registered.
ENGINE ICE	1	90190126 18-SEP-2020		Pending.
ENGINE ICE HI-PERFORMANCE PRODUCTS 	1	90190137 18-SEP-2020		Pending.
KOST	1, 4	75432022 10-FEB-1998	2230641 09-MAR-1999	Registered.
KOSTGARD	1, 4	78148404 29-JUL-2002	2766816 23-SEP-2003	Registered.
TOUGHINAL	4	78568689 16-FEB-2005	3169808 07-NOV-2006	Registered..
TOUGHINAL	1	77901503 28-DEC-2009	4396465 03-SEP-2013	Registered.