

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM611953

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Nucera Solutions LLC		09/30/2020	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Keybank National Association, as Administrative Agent
<b>Street Address:</b>	127 Public Square, 6th Floor
<b>City:</b>	Cleveland
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44114
<b>Entity Type:</b>	national association: UNITED STATES

**PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Registration Number:	2065525	B
Registration Number:	667946	B
Registration Number:	920993	BARECO
Registration Number:	2804295	BRINGS SCIENCE TO THE ART OF CANDLE MAKI
Registration Number:	1574124	CARDIS
Registration Number:	436208	CARDIS
Registration Number:	435308	CARDIS
Registration Number:	859525	CERAMER
Registration Number:	4185078	DIAX
Registration Number:	2394947	DIAX
Registration Number:	2979474	PERFORMA
Registration Number:	2299993	PERFORMA V
Registration Number:	2299989	PERFORMACID
Registration Number:	2299988	PERFORMACOL
Registration Number:	2302129	PERFORMALENE
Registration Number:	2299987	PERFORMATHOX
Registration Number:	584310	POLYMEKON
Registration Number:	1142167	POLYWAX
Registration Number:	2329723	POMAREZ

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	575505	STARWAX
Registration Number:	755800	ULTRAFLEX
Registration Number:	1561702	UNILIN
Registration Number:	1869148	UNITHOX
Registration Number:	1562892	UNITHOX
Registration Number:	579618	VICTORY
Registration Number:	3195958	VYBAR POLYMERS

**CORRESPONDENCE DATA**

Fax Number: 2138918763

*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.*

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

ATTORNEY DOCKET NUMBER:	055110-0016
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	12/02/2020

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT dated as of September 30, 2020 (this “Agreement”), among the undersigned Loan Party (the “Grantor”) and KEYBANK NATIONAL ASSOCIATION, as Administrative Agent.

WHEREAS, NuCera Intermediate Holdings LLC, a Delaware limited liability company (“Holdings”) and NuCera Solutions LLC, a Delaware limited liability company (“Borrower”) are party to (a) a Credit Agreement dated as of September 30, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Borrower, Holdings, the Lenders and the Issuing Banks from time to time party thereto and the Administrative Agent, and (b) a Collateral Agreement dated as of September 30, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other Subsidiary Grantors from time to time party thereto and the Administrative Agent. The Lenders and Issuing Banks have agreed to extend credit to the Borrower on the terms and subject to the conditions set forth in the Credit Agreement. The Grantor is the Borrower or an Affiliate of the Borrower, will or has derived substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement. The Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor pursuant to the Collateral Agreement or the applicable Security Document did, and hereby does, grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in, to or under which the Grantor now has or at any time hereafter may acquire any right, title or interest to (collectively, the “Trademark Collateral”):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any political subdivision thereof, all extensions or renewals thereof, and all common law rights related thereto, including in the case of the Grantor, those listed on Schedule II;
- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement and other Security Documents. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the

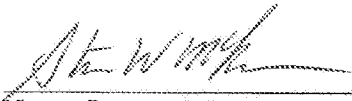
security interests granted to the Administrative Agent pursuant to the Collateral Agreement or the applicable Security Document. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement or the applicable Security Document, 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 Agreement and the Collateral Agreement or the applicable Security Document, the terms of the Collateral Agreement or such Security Document, as applicable, shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

**[Signature Pages Follow]**

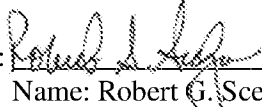
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NUCERA SOLUTIONS LLC

By:   
Name: Steven McKeown  
Title: President

[Signature Page to Trademark Security Agreement]



KEYBANK NATIONAL ASSOCIATION, as  
Administrative Agent


By:  \_\_\_\_\_  
Name: Robert G. Scelza  
Title: Group Head & Managing Director

**SCHEDULE I**

**Trademarks/Trade Names**

**U.S. Trademark Registrations**

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
B 	4	74625142 1/24/1995	2065525 5/27/1997
B 	4	72025884 3/11/1957	667946 10/7/1958
BARECO	4	72355792 4/2/1970	920993 9/28/1971
BRING SCIENCE TO THE ART OF CANDLE MAKING	1	76448076 9/9/2002	2804295 1/13/2004
CARDIS	1	73782835 2/24/1989	1574124 1/2/1990
CARDIS <b>CARDIS</b>	4	71515135 12/31/1946	436208 1/27/1948
CARDIS <b>CARDIS</b>	2	71516044 1/20/1947	435308 12/16/1947
CREAMER	1, 2, 3, 4, 5	72279855 9/7/1967	859525 11/5/1968
DIAX	1	85328501 5/24/2011	4185078 8/7/2012
DIAX	1	75639239 2/8/1999	2394947 10/17/2000
PERFORMA	1	78322335 11/3/2003	2979474 7/26/2005
PERFORMA V	1	75589720 11/16/1998	2299993 12/14/1999
PERFORMACID	1	75589199 11/16/1998	2299989 12/14/1999
PERFORMACOL	1	75589179 11/16/1998	2299988 12/14/1999
PERFORMALENE	1	75589722 11/16/1998	2302129 12/21/1999
PERFORMATHOX	1	75589079 11/16/1998	2299987 12/14/1999
POLYMEKON <b>POLYMEKON</b>	4	71636664 10/15/1952	584310 1/5/1954

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
POLYWAX	1	73157018 1/30/1978	1142167 12/9/1980
POMAREZ	1	75711956 5/21/1999	2329723 3/14/2000
STARWAX <b>STARWAX</b>	4	71624773 2/11/1952	575505 6/9/1953
ULTRAFLEX	4	72095312 4/18/1960	755800 9/3/1963
UNILIN	1	73772451 12/29/1988	1561702 10/24/1989
UNITHOX	1	74480409 1/18/1994	1869148 12/27/1994
UNITHOX	1	73772450 12/29/1988	1562892 10/31/1989
VICTORY <b>VICTORY</b>	4	71624774 2/11/1952	579618 9/8/1953
VYBAR POLYMERS 	1	78676485 7/22/2005	3195958 1/9/2007