

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM616168

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vertellus Holdings LLC		12/22/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Collateral Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 46</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0734402	9-11	
Registration Number:	0519635	AA	
Registration Number:	3014121	AQUAPEL	
Registration Number:	3169451	AQUAPEL	
Registration Number:	1236891	BIOTHANE	
Registration Number:	2968110	CASID	
Registration Number:	2650642	CASMATE	
Registration Number:	1373202	CASPOL	
Registration Number:	4117911	CASTORCIN	
Registration Number:	2953363	CASTORLATUM	
Registration Number:	0564387	CASTORWAX	
Registration Number:	0539707	CASTUNG	
Registration Number:	0619747	CITROFLEX	
Registration Number:	1368473	COSCAT	
Registration Number:	4463253	CROWN	
Registration Number:	5900358	CRYSTAL	
Registration Number:	0528397	DB	
Registration Number:	0711403	DB	
Registration Number:	0859905	DI-PIP	
<b>TRADEMARK</b>			

CH \$1165.00 0734402

Property Type	Number	Word Mark
Registration Number:	2782318	EASY-FLO
Registration Number:	0542077	FLEXRICIN
Registration Number:	5341442	FRESHSTAT
Registration Number:	0546552	LUBRICIN
Registration Number:	0552218	MORFLEX
Registration Number:	1712894	MORFLEX
Registration Number:	3126340	MORPEL
Registration Number:	1283955	NATURECHEM
Registration Number:	0442796	PARICIN
Registration Number:	0669472	POLYCIN
Registration Number:	0837737	POLYCIN
Registration Number:	3250142	REILLCAT
Registration Number:	3394464	REILLEX
Registration Number:	3052812	REILLINE
Registration Number:	1009793	REILLY
Registration Number:	1872180	SEALRITE
Registration Number:	4728989	SMART CHEMISTRY.OUR SPECIALTY.
Registration Number:	2972849	STANTIV
Registration Number:	3512045	SULFIDAL
Registration Number:	0594724	SURFACTOL
Registration Number:	3314651	VERTELLUS
Registration Number:	3314755	VERTELLUS
Registration Number:	2902303	VITRIDE
Registration Number:	0399596	VORITE
Registration Number:	3196149	ZEMAC
Registration Number:	1678955	COTROL
Registration Number:	2799367	CRYSTAL LC

**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:** 2123186532

**Email:** alanagramer@paulhastings.com

**Correspondent Name:** Alana Gramer

**Address Line 1:** 200 Park Avenue

**Address Line 2:** c/o Paul Hastings LLP

**Address Line 4:** New York, NEW YORK 10166

**NAME OF SUBMITTER:** Alana Gramer

<b>SIGNATURE:</b>	/s/ Alana Gramer
<b>DATE SIGNED:</b>	12/22/2020
<b>Total Attachments: 8</b> source=Willow - Trademark Security Agreement [Executed](152853180_1)#page1.tif source=Willow - Trademark Security Agreement [Executed](152853180_1)#page2.tif source=Willow - Trademark Security Agreement [Executed](152853180_1)#page3.tif source=Willow - Trademark Security Agreement [Executed](152853180_1)#page4.tif source=Willow - Trademark Security Agreement [Executed](152853180_1)#page5.tif source=Willow - Trademark Security Agreement [Executed](152853180_1)#page6.tif source=Willow - Trademark Security Agreement [Executed](152853180_1)#page7.tif source=Willow - Trademark Security Agreement [Executed](152853180_1)#page8.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 22, 2020 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of Antares Capital LP, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

**WHEREAS**, the Grantors are party to a Security Agreement, dated as of December 22, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent for the Secured Parties pursuant to which the Grantors granted a security interest to the Collateral Agent (on behalf of the Secured Parties) in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided that*, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that issues therefrom under applicable federal law):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, 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 (“USPTO”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and all goodwill connected with the use thereof and symbolized thereby,*

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for any past, present and future infringements, dilutions, misappropriations or other violations thereof,

(iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and

(iv) all other rights, priorities and privileges corresponding to the foregoing throughout the world, and

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION**

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

### **SECTION 5. TERMINATION**

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations); *provided that* the security interest in the Trademark Collateral may also be released pursuant to Section 6.11(c) of the Security Agreement. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, and make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

## **SECTION 6. GOVERNING LAW**

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

## **SECTION 7. COUNTERPARTS**

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank]

**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.

VERTELLUS HOLDINGS LLC

By:  \_\_\_\_\_  
DocuSigned by:  
7C93DFFD30F8E46D...  
Name: John Van Hulle  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ANTARES CAPITAL LP,  
as Collateral Agent

By: Devasena Vallabhaneni

Name: Devasena Vallabhaneni

Title: Duly Authorized Signatory



SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
9-11	72/122152	16-Jun-1961	734402	17-Jul-1962	Vertellus Holdings LLC
AA	71/545810	31-Dec-1947	519635	10-Jan-1950	Vertellus Holdings LLC
AQUAPEL	78/403534	16-Apr-2004	3014121	08-Nov-2005	Vertellus Holdings LLC
AQUAPEL	78/403536	16-Apr-2004	3169451	07-Nov-2006	Vertellus Holdings LLC
BIOTHANE	73/286524	19-Nov-1980	1236891	10-May-1983	Vertellus Holdings LLC
CASID	78/158831	28-Aug-2002	2968110	12-Jul-2005	Vertellus Holdings LLC
CASMATE	76/303401	22-Aug-2001	2650642	12-Nov-2002	Vertellus Holdings LLC
CASPOL	73/505404	24-Oct-1984	1373202	03-Dec-1985	Vertellus Holdings LLC
CASTORCIN	85/368083	11-Jul-2011	4117911	27-Mar-2012	Vertellus Holdings LLC
CASTORLATUM	78/233486	03-Apr-2003	2953363	17-May-2005	Vertellus Holdings LLC
CASTORWAX	71/611064	23-Feb-1951	564387	23-Sep-1952	Vertellus Holdings LLC
CASTUNG	71/592537	16-Feb-1950	539707	20-Mar-1951	Vertellus Holdings LLC
CITROFLEX	71/683708	17-Mar-1955	619747	24-Jan-1956	Vertellus Holdings LLC
COSCAT	73/506354	30-Oct-1984	1368473	05-Nov-1985	Vertellus Holdings LLC
CROWN	85/542232	14-Feb-2012	4463253	07-Jan-2014	Vertellus Holdings LLC
CRYSTAL	88/082288	17-Aug-2018	5900358	05-Nov-2019	Vertellus Holdings LLC
DB	71/574335	23-Feb-1949	528397	01-Aug-1950	Vertellus Holdings LLC
DB	72/064807	23-Dec-1958	711403	21-Feb-1961	Vertellus Holdings LLC
DI-PIP	72/273309	07-Jun-1967	859905	12-Nov-1968	Vertellus Holdings LLC
EASY-FLO	76/089186	14-Jul-2000	2782318	11-Nov-2003	Vertellus Holdings LLC

<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
FLEXRICIN	71/594515	24-Mar-1950	542077	08-May-1951	Vertellus Holdings LLC
FRESHSTAT	86/924139	01-Mar-2016	5341442	21-Nov-2017	Vertellus Holdings LLC
LUBRICIN	71/574336	23-Feb-1949	546552	14-Aug-1951	Vertellus Holdings LLC
MORFLEX	71/595271	05-Apr-1950	552218	18-Dec-1951	Vertellus Holdings LLC
MORFLEX	74/223197	19-Nov-1991	1712894	08-Sep-1992	Vertellus Holdings LLC
MORPEL	78/683105	01-Aug-2005	3126340	08-Aug-2006	Vertellus Holdings LLC
NATURECHEM	73/432508	29-Jun-1983	1283955	03-Jul-1984	Vertellus Holdings LLC
PARICIN	71/520677	15-Apr-1947	442796	31-May-1949	Vertellus Holdings LLC
POLYCIN	72/041228	25-Nov-1957	669472	11-Nov-1958	Vertellus Holdings LLC
POLYCIN	72/252635	18-Aug-1966	837737	31-Oct-1967	Vertellus Holdings LLC
REILLCAT	76/629382	26-Jan-2005	3250142	12-Jun-2007	Vertellus Holdings LLC
REILLEX	77/217868	28-Jun-2007	3394464	11-Mar-2008	Vertellus Holdings LLC
REILLINE	76/629377	26-Jan-2005	3052812	31-Jan-2006	Vertellus Holdings LLC
REILLY	73/028913	08-Aug-1974	1009793	06-May-1975	Vertellus Holdings LLC
SEALRITE	74/469516	13-Dec-1993	1872180	10-Jan-1995	Vertellus Holdings LLC
SMART CHEMISTRY. OUR SPECIALTY.	86/228158	21-Mar-2014	4728989	28-Apr-2015	Vertellus Holdings LLC
STANTIV	78/176604	21-Oct-2002	2972849	19-Jul-2005	Vertellus Holdings LLC
SULFIDAL	77/415097	06-Mar-2008	3512045	07-Oct-2008	Vertellus Holdings LLC
SURFACTOL	71/659592	18-Jan-1954	594724	07-Sep-1954	Vertellus Holdings LLC
VERTELLUS	78/899355	02-Jun-2006	3314651	16-Oct-2007	Vertellus Holdings LLC
VERTELLUS and Design	78/930023	14-Jul-2006	3314755	16-Oct-2007	Vertellus Holdings LLC
VITRIDE	78/188946	26-Nov-2002	2902303	09-Nov-2004	Vertellus Holdings LLC
VORITE	71/454855	11-Aug-1942	399596	19-Jan-1943	Vertellus Holdings LLC
ZEMAC	78/706105	02-Sep-2005	3196149	09-Jan-2007	Vertellus Holdings LLC

<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
COTROL	74/034,318	05-Mar-1990	1,678,955	10-Mar-1992	Vertellus Specialties Inc.
CRYSTAL LC	78/158,690	28-Aug-2002	2,799,367	23-Dec-2003	Vertellus Holdings LLC