

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645154

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHROMAFLO TECHNOLOGIES CORPORATION		05/07/2021	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent		
Street Address:	1300 Thames Street, 4th Floor		
Internal Address:	Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4253521	TINT-AYD	
Registration Number:	4136848	VIVID EXPRESSIONS	
CORRESPONDENCE DATA			
Fax Number:	2138924738		
<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:	424-386-4328		
Email:	dcip@milbank.com, marnold@milbank.com		
Correspondent Name:	Monica Arnold, Esq.		
Address Line 1:	2029 Century Park East, 33rd Floor		
Address Line 2:	Milbank, LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	27280.36300		
NAME OF SUBMITTER:	Monica Arnold		
SIGNATURE:	/s/ Monica Arnold /s/		
DATE SIGNED:	05/07/2021		

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Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT**(Trademarks and Trademark Licenses)**

FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of May 7, 2021, between CHROMAFLO TECHNOLOGIES CORPORATION, an Ohio corporation (the “**Grantor**”), and MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent.

WHEREAS, the Grantor owns, or in the case of Trademark Licenses is a party to, the Additional Trademark Collateral (as defined below);

WHEREAS, ASP CHROMAFLO INTERMEDIATE HOLDINGS, INC., a Delaware corporation (the “**U.S. Borrower**”), ASP CHROMAFLO DUTCH I B.V., a Dutch private limited liability company (besloten vennootschap met beperkte aansprakelijkheid), having its official seat (statutaire zetel) in Amsterdam, the Netherlands, and registered with the Dutch trade register under number 66929857 (the “**Dutch Borrower**” and, together with the U.S. Borrower, the “**Borrowers**”), ASP CHROMAFLO HOLDINGS, INC., a Delaware corporation (“**U.S. Holdings**”), ASP CHROMAFLO DUTCH HOLDINGS COÖPERATIEF U.A., a Dutch cooperative with excluded liability (Coöperatie met uitgesloten aansprakelijkheid), having its official seat (statutaire zetel) in Amsterdam, the Netherlands, and registered with the Dutch trade register under number 66927129 (“**Dutch Holdings**” and, together with U.S. Holdings, collectively, “**Holdings**”), certain subsidiaries of the Borrowers from time to time party thereto, as Subsidiary Guarantors, the lenders from time to time party thereto and Morgan Stanley Senior Funding, Inc., as Collateral Agent and Administrative Agent, are parties to that certain First Lien Credit Agreement, dated as of November 18, 2016 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) that certain First Lien Security Agreement, dated as of November 18, 2016 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**First Lien Security Agreement**”), among the U.S. Borrower, U.S. Holdings, the other Grantors party thereto and Morgan Stanley Senior Funding, Inc., 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 First Lien Trademark Security Agreement Supplement), the Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Additional Trademark Collateral (as defined below);

WHEREAS, the Grantor and the Grantee entered into that certain First Lien Trademark Security Agreement, dated as of November 18, 2016 (the “**First Lien Trademark Agreement**”), by which the Grantor secured the Secured Obligations by granting to the Grantee for the benefit of the Secured Parties a continuing security interest in, to and under the Trademark Collateral (as defined therein), and which First Lien Trademark Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on November 18, 2016, at Reel 5924 and Frame 0331; and

WHEREAS, terms defined in the First Lien Security Agreement (or whose definitions are incorporated by reference in Section 1 of the First Lien 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 First Lien Security Agreement, the Grantor hereby grants to the Grantee, to secure the Secured Obligations, a

continuing security interest in all of the 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 "**Additional Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by the 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

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

provided that, notwithstanding anything herein to the contrary, in no event shall the Additional 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 ADDITIONAL TRADEMARK COLLATERAL.

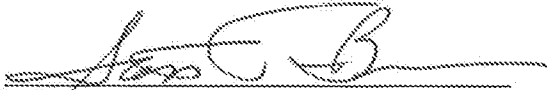
Upon any termination or release of the Additional Trademark Collateral pursuant to paragraphs 15(a) through 15(c) of the First Lien Security Agreement, the Collateral Agent shall, at the expense of the relevant Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions as such Grantor shall reasonably request in writing to evidence such termination or release of the Additional Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the First Lien Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Additional Trademark Collateral granted hereby are more fully set forth in the First Lien 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 First Lien Trademark Security Agreement Supplement and the provisions of the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall govern.

[Signature Pages Follow]

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

CHROMAFLO TECHNOLOGIES CORPORATION

By: 

Name: Scott Becker

Title: Chief Executive Officer

Acknowledged:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 

Name: Chance Moreland

Title: Authorized Signatory

Signature Page to First Lien Trademark Security Agreement

TRADEMARK
REEL: 007285 FRAME: 0717

Schedule 1
to First Lien Trademark Security Agreement Supplement

CHROMAFLO TECHNOLOGIES CORPORATION

TRADEMARKS

Grantor	Title	Application No.	Filing Date	Registration No.	Registration Date	Status
Chromaflo Technologies Corporation	TINT-AYD	85596889	4/13/2012	4253521	12/4/2012	Registered
Chromaflo Technologies Corporation	VIVID EXPRESSIONS	85294816	4/14/2011	4136848	5/1/2012	Registered

TRADEMARK LICENSES

None.