

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662800

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crowley Chemical Company, LLC		07/20/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	KeyBank National Association		
Street Address:	4900 Tiedeman Road		
City:	Brooklyn		
State/Country:	OHIO		
Postal Code:	44144-2302		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1754724	VYCEL	
Registration Number:	2775769	VIPLEX	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	055110-0020		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	07/27/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT dated as of July 20, 2021 (this "Agreement"), among the undersigned Loan Party (the "Grantor") and KEYBANK NATIONAL ASSOCIATION, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of July 20, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CCR Specialty Chemicals Holdings, LP, a Delaware limited partnership ("Holdings"), CCR Specialty Chemicals, LLC, a Delaware limited liability company ("Borrower"), the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and the Administrative Agent, and (b) the Collateral Agreement, dated as of July 20, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the 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 obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is a Subsidiary of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit.

Accordingly, 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 prompt and complete payment and performance, as the case may be, in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise) 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 those listed on Schedule I;

(b) all goodwill associated therewith or symbolized thereby;

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill;
and

(d) all proceeds and products thereof.

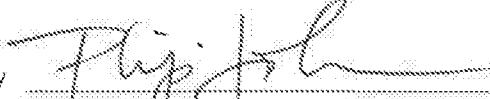
SECTION 3. Collateral Agreement and other Security Documents. The security interests granted to the Administrative Agent for the benefit of the Secured Parties herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent for the benefit of the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

CROWLEY CHEMICAL COMPANY, LLC,

by 

Name: Philip Johnson

Title: Chief Executive Officer and President

KEYBANK NATIONAL ASSOCIATION, as
Administrative Agent,

by _____

Name:

Title:

KEYBANK NATIONAL ASSOCIATION, as
Administrative Agent,

A handwritten signature in cursive script, appearing to read "Alison M. Sammon".

by _____

Name: Alison M. Sammon

Title: Managing Director

SCHEDULE I

Trademarks/Trade Names

U.S. Trademark Registrations

<u>Grantor</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Crowley Chemical Company, LLC	Vycel	1754724	3/2/1993
Crowley Chemical Company, LLC	Viplex	2775769	10/21/2003

U.S. Trademark Applications

None.

State Trademark Registrations

None.