

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM663747

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Custom Ingredients LLC		07/30/2021	Limited Liability Company: SOUTH CAROLINA
American International Chemical LLC		07/30/2021	Limited Liability Company: MASSACHUSETTS
Charkit Chemical Company, LLC		07/30/2021	Limited Liability Company: DELAWARE
Centerchem LLC		07/30/2021	Limited Liability Company: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	Antares Capital LP, as 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

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	87931695	AIC
Serial Number:	87931711	AIC
Serial Number:	87934448	CHARKIT
Serial Number:	87934461	C
Serial Number:	87934441	CHARKIT
Serial Number:	86253505	CUSTOSENSE
Serial Number:	86254139	CUSTOGAIA
Serial Number:	86247086	CUSTONATURAL
Serial Number:	78813993	CUSTOPOLY
Serial Number:	75470973	CUSTOBLEND
Serial Number:	75469921	CUSTOM
Serial Number:	88637193	CENTERSOME
Serial Number:	86398398	MASTERCOAT
Serial Number:	85701627	AURASPHERE

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 3129021061*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:** 312-577-8438**Email:** raquel.haleem@katten.com**Correspondent Name:** Raquel Haleem c/o Katten Muchin Rosenman**Address Line 1:** 525 West Monroe Street**Address Line 4:** Chicago, ILLINOIS 60661

<b>NAME OF SUBMITTER:</b>	Raquel Haleem
<b>SIGNATURE:</b>	/Raquel Haleem/
<b>DATE SIGNED:</b>	07/30/2021

**Total Attachments: 6**

source=Charkit - Trademark Security Agreement (Executed)#page1.tif

source=Charkit - Trademark Security Agreement (Executed)#page2.tif

source=Charkit - Trademark Security Agreement (Executed)#page3.tif

source=Charkit - Trademark Security Agreement (Executed)#page4.tif

source=Charkit - Trademark Security Agreement (Executed)#page5.tif

source=Charkit - Trademark Security Agreement (Executed)#page6.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 30, 2021, is made by Custom Ingredients LLC, a South Carolina limited liability company ("Custom"), American International Chemical LLC, a Massachusetts limited liability company ("AIC") Charkit Chemical Company, LLC, a Delaware limited liability company ("Charkit") and Centerchem LLC, a New York limited liability company ("Centerchem"; together with Custom, AIC and Charkit, each a "Grantor" and collectively, the "Grantors"), in favor of Antares Capital LP ("Antares Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 29, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, 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 Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of December 29, 2017 in favor of the Agent (as the same may be amended, 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 each Borrower; and

WHEREAS, each Grantor is party to the Guaranty and Security Agreement pursuant to which each 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 the 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, each Grantor hereby agrees with the 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. Each 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 of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, 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.

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 the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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. Grantors Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses 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, each 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.

Very truly yours,

AMERICAN INTERNATIONAL CHEMICAL,  
LLC,

as a Grantor

By: Matthew LeBaron  
Name: Matthew F. LeBaron  
Title: Authorized Signatory

By: [Signature]  
Name: Simon E. Brown  
Title: Authorized Signatory

CHARKIT CHEMICAL COMPANY, LLC,  
as a Grantor

By: Matthew LeBaron  
Name: Matthew F. LeBaron  
Title: Authorized Signatory

By: [Signature]  
Name: Simon E. Brown  
Title: Authorized Signatory

CUSTOM INGREDIENTS LLC,  
as a Grantor

By: Matthew LeBaron  
Name: Matthew F. LeBaron  
Title: Authorized Signatory

By: [Signature]  
Name: Simon E. Brown  
Title: Authorized Signatory


CENTERCHEM LLC,  
as a Grantor

By: Matthew LeBaron  
Name: Matthew F. LeBaron  
Title: Authorized Signatory

By: Simon E. Brown  
Name: Simon E. Brown  
Title: Authorized Signatory

ACCEPTED AND AGREED  
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By:   
\_\_\_\_\_  
Name: Zachary Williams  
Title: Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner/Applicant
AIC	87931695	5/22/18	5678472	2/19/19	American International Chemical LLC
AIC	87931711	5/22/18	5678474	2/19/19	American International Chemical LLC
CHARKIT	87934448	5/24/18	5673773	2/12/19	Charkit Chemical Company LLC
C	87934461	5/24/18	5673774	2/12/19	Charkit Chemical Company LLC
CHARKIT	87934441	5/24/18	5673772	2/12/19	Charkit Chemical Company LLC
CUSTOSENSE	86253505	4/16/14	4710861	3/31/15	Custom Ingredients LLC
CUSTOGAIA	86254139	4/16/14	4710867	3/31/15	Custom Ingredients LLC
CUSTONATURAL	86247086	4/9/14	4737762	5/19/15	Custom Ingredients LLC
CUSTOPOLY	78813993	2/14/06	3267854	7/24/07	Custom Ingredients LLC
CUSTOBLEND	75470973	4/20/98	2279056	9/21/99	Custom Ingredients LLC
CUSTOM	75469921	4/20/98	2409777	12/5/00	Custom Ingredients LLC
CENTERSOME	88637193	10/1/19	6212453	12/1/20	Centerchem LLC
MASTERCOAT	86398398	9/18/14	4856642	11/17/15	Centerchem LLC
AURASPHERE	85701627	8/13/12	4316765	4/9/13	Centerchem LLC

TRADEMARK APPLICATIONS

None.

IP LICENSES

None.