

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664473

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PQ LLC		06/02/2021	Limited Liability Company: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA, as Collateral Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	509700	A
Registration Number:	509701	G
Registration Number:	526917	GD
Registration Number:	129525	K
Registration Number:	2573354	L
Registration Number:	506736	M
Registration Number:	506737	N
Registration Number:	506738	O
Registration Number:	507666	SS
Registration Number:	2569790	V
Registration Number:	2291491	ADVERA
Registration Number:	2626501	AGSIL
Registration Number:	3817359	ALPHACAT
Registration Number:	5370895	ALPHAPURE
Registration Number:	794289	BRITESIL
Registration Number:	3073593	BRITESORB
Registration Number:	2700135	COOL
Registration Number:	6075206	CURESIL
Registration Number:	2670146	ECODRILL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	398704	KASIL
Registration Number:	1202446	KASOLV
Registration Number:	3288636	LITHISIL
Registration Number:	6165024	LUBRISAVE
Registration Number:	898540	METSO
Registration Number:	832792	METSO BEADS
Registration Number:	872397	METSO PENTABEAD
Registration Number:	5243848	PQ
Registration Number:	1163243	
Registration Number:	4091844	PREXSIL
Registration Number:	3370531	SIL-MATRIX
Registration Number:	510420	STARSO
Registration Number:	1196032	VALFOR

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1439407 TM
NAME OF SUBMITTER:	Margot Tolley
SIGNATURE:	/Margot Tolley/
DATE SIGNED:	08/03/2021

Total Attachments: 5
source=Project Pequot - Trademark Security Agreement (Executed)#page2.tif
source=Project Pequot - Trademark Security Agreement (Executed)#page3.tif
source=Project Pequot - Trademark Security Agreement (Executed)#page4.tif
source=Project Pequot - Trademark Security Agreement (Executed)#page5.tif
source=Project Pequot - Trademark Security Agreement (Executed)#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated August 2, 2021, is made by the Person listed on the signature pages hereof (the “Grantor”) in favor of GOLDMAN SACHS BANK USA (“GSB”) as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, reference is made to that certain Credit Agreement dated as of August 2, 2021 (the “Closing Date”) (as amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the “Credit Agreement”), among SPARTA CAYMAN 2 L.P., a Cayman Islands exempted limited partnership, acting by its general partner, Cayman General Partner (“Holdings”), SPARTA CAYMAN 3 L.P., a Cayman Islands exempted limited partnership, acting by its general partner, Cayman General Partner (“Intermediate Holdings”), SPARTA U.S. HOLDCO LLC, a Delaware limited liability company (the “US Borrower”), SPARTA DUTCH HOLDCO B.V., a private company with limited liability under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*) (the “Dutch Borrower”), SPARTA CANADA ACQUISITION ULC, an unlimited liability company incorporated under the laws of British Columbia (the “Canadian Borrower”), the other Subsidiaries of Intermediate Holdings party thereto as “Borrowers” from time to time (the “Additional Borrowers” and together with the Dutch Borrower, Canadian Borrower and the US Borrower, the “Borrowers”), Goldman Sachs Bank USA, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”) and collateral agent (in such capacity, and together with its successors and permitted assigns, the “Collateral Agent”), each Lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) and the other parties party thereto, pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of the Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

(a) all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule A hereto (excluding any Excluded Property);

(b) all Proceeds of any of the foregoing; and

(c) all rights to sue or otherwise recover for past, present and future infringements, misappropriations, dilutions or other violations of any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

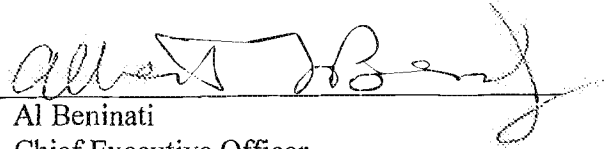
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PQ LLC, as a Grantor

By:

Name: Al Beninati

Title: Chief Executive Officer

A handwritten signature in black ink, appearing to read "Al Beninati", is written over a horizontal line. The signature is stylized and cursive.

GOLDMAN SACHS BANK USA,
as Collateral Agent

By:

A handwritten signature in black ink, appearing to be 'RE' followed by a long horizontal stroke.

Name: Robert Ehudin
Title: Authorized Signatory

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
PQ LLC	"A"	509,700
PQ LLC	"G"	509,701
PQ LLC	"GD"	526,917
PQ LLC	"K"	129,525
PQ LLC	"L"	2,573,354
PQ LLC	"M"	506,736
PQ LLC	"N"	506,737
PQ LLC	"O"	506,738
PQ LLC	"SS"	507,666
PQ LLC	"V"	2,569,790
PQ LLC	ADVERA	2,291,491
PQ LLC	AGSIL	2,626,501
PQ LLC	ALPHACAT	3,817,359
PQ LLC	ALPHAPURE	5,370,895
PQ LLC	BRITESIL	794,289
PQ LLC	BRITESORB	3,073,593
PQ LLC	COOL	2,700,135
PQ LLC	CURESIL	6,075,206
PQ LLC	ECODRILL	2,670,146
PQ LLC	KASIL	398,704
PQ LLC	KASOLV	1,202,446
PQ LLC	LITHISIL	3,288,636
PQ LLC	LUBRISAVE	6,165,024
PQ LLC	METSO (typewritten)	898,540
PQ LLC	METSO BEADS	832,792
PQ LLC	METSO PENTABEAD	872,397
PQ LLC	PQ	5,243,848
PQ LLC	PQ Design (abstract logo)	1,163,243
PQ LLC	PREXSIL	4,091,844
PQ LLC	SIL-MATRIX	3,370,531
PQ LLC	STARSO	510,420
PQ LLC	VALFOR	1,196,032