

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM664543

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GALATA CHEMICALS, LLC		07/30/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KEYBANK NATIONAL ASSOCIATION		
<b>Street Address:</b>	195 Church street, 3rd Floor		
<b>City:</b>	New Haven		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06510		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0765305	ACTAFOAM	
<b>Registration Number:</b>	0724952	BLENDX	
<b>Registration Number:</b>	0938406	DRAPEX	
<b>Registration Number:</b>	4501228	DRAPEX ALPHA	
<b>Registration Number:</b>	4053738	GALATA CHEMICALS	
<b>Registration Number:</b>	0780503	MARK	
<b>Registration Number:</b>	2389163	MARKLUBE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	8605226103		
<b>Email:</b>	teich@halloransage.com		
<b>Correspondent Name:</b>	Matthew L. Teich, Esq.		
<b>Address Line 1:</b>	225 Asylum street		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>ATTORNEY DOCKET NUMBER:</b>	1447051 TM AGREEMENT		
<b>NAME OF SUBMITTER:</b>	Matthew L. Teich, Esq.		

OP \$190.00 0765305

<b>SIGNATURE:</b>	/Matthew L. Teich, Esq./
<b>DATE SIGNED:</b>	08/03/2021
<b>Total Attachments: 8</b> source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif source=Trademark Security Agreement#page8.tif source=Trademark Security Agreement#page9.tif source=Trademark Security Agreement#page10.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, or otherwise modified from time to time, this “Trademark Security Agreement”) is made this 30<sup>th</sup> day of July, 2021, by and between **GALATA CHEMICALS, LLC**, a Delaware limited liability company (“Grantor”), and **KEYBANK NATIONAL ASSOCIATION**, a national banking association, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, the “Agent”).

### W I T N E S S E T H:

WHEREAS, Grantor, Artek US Holding Corp. a Delaware corporation (“Artek”), Sterling Specialty Chemicals LLC, a Delaware limited liability company, as borrower (“Sterling”; together with Grantor and Artek, collectively, the “Borrowers” and each individually a “Borrower”) Galata Chemicals Holding Company, LLC, a Delaware limited liability company, as guarantor (“Galata Holding”) and Artek Resources LLC, a Delaware limited liability company, as guarantor (“Artek Resources”; together with Galata Holding, collectively, jointly and severally, the “Guarantors”), have entered into that certain Credit Agreement of even date herewith (as amended, the “Credit Agreement”), with Agent and the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), pursuant to which the Lender Group (as defined therein) has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to enter into the Credit Agreement and the other Loan Documents and to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Borrowers and Guarantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of July 30, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby covenants and agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following (subject to the limitations contained in the Security Agreement), whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. TERMINATION. Upon payment in full of the Obligations in accordance with the provisions of the Credit Agreement and termination or expiration of the Commitments thereunder, the Agent shall, at Grantor's expense, execute, acknowledge and deliver to Grantors proper documents and instruments acknowledging the release of the lien and security interest in the Trademark Collateral and other Collateral under this Trademark Security Agreement and the Security Agreement

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security

Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

7. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

8. **CONSTRUCTION.** This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit or Bank Products, providing Letter of Credit Collateralization or Bank Product Collateralization, as applicable) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

**9. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

10. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND GRANTOR WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

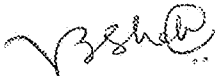
11. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND GRANTOR HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENTS THAT IT HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**GALATA CHEMICALS, LLC**

By:   
Name: Vishal Shah  
Title: Authorized Signatory

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**KEYBANK NATIONAL ASSOCIATION, a  
national banking association**

By: \_\_\_\_\_  
Name: Bradley Hardy  
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**GALATA CHEMICALS, LLC**

By: \_\_\_\_\_

Name: Vishal Shah

Title: Authorized Signatory

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**KEYBANK NATIONAL ASSOCIATION, a**  
national banking association

By:  \_\_\_\_\_

Name: Bradley Hardy

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]



SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Galata Chemicals, LLC	U.S.	ACTAFOAM	0765305	April 3, 1963
Galata Chemicals, LLC	United Kingdom	ACTAFOAM	2498664	January 9, 2009
Galata Chemicals, LLC	U.S.	BLENDEX	0724952	July 17, 1959
Galata Chemicals, LLC	Canada	BLENDEX	TMA134359	January 24, 1964
Galata Chemicals, LLC	Republic of Korea	BLENDEX	72077900	December 22, 2010
Galata Chemicals, LLC	European Union	BLENDEX	002821494	October 14, 2003
Galata Chemicals, LLC	United Kingdom	BLENDEX	831835	March 9, 1962
Galata Chemicals, LLC	United Kingdom	BLENDEX	902821494	October 14, 2003
Galata Chemicals, LLC	U.S.	DRAPEX	0938406	April 2, 1971
Galata Chemicals, LLC	Canada	DRAPEX	TMA138351	December 4, 1964
Galata Chemicals, LLC	Czech Republic, France, Hungary, Russian Federation, Spain, Switzerland, Turkey (claimed under Madrid Protocol)	DRAPEX	1067656	December 22, 2010
Galata Chemicals, LLC	United Kingdom	DRAPEX	1124514	November 23, 1979

Galata Chemicals, LLC	U.S.	DRAPEX ALPHA	4501228	July 26, 2013
Galata Chemicals, LLC	Canada	DRAPEX ALPHA	TMA929628	February 23, 2016
Galata Chemicals, LLC	Benelux, France, Germany, Italy, Mexico, Portugal, Spain, United Kingdom (claimed under Madrid Protocol)	DRPAEX ALPHA	1194964	January 27, 2014
Galata Chemicals, LLC	U.S.	GALATA CHEMICALS	4053738	June 7, 2011
Galata Chemicals, LLC	Canada	GALATA CHEMICALS	TMA843859	February 19, 2013
Galata Chemicals, LLC	European Union	GALATA CHEMICALS	009077264	October 19, 2010
Galata Chemicals, LLC	United Kingdom	GALATA CHEMICALS	909077264	October 19, 2010
Galata Chemicals, LLC	U.S.	MARK	0780503	November 24, 1964
Galata Chemicals, LLC	Canada	MARK	TMA141364	August 20, 1965
Galata Chemicals, LLC	China, Czech Republic, Egypt, France, Germany, Japan, Norway, Republic of Korea, Russian Federation, Singapore, Sweden, Switzerland, Turkey, United Kingdom, Vietnam (claimed under Madrid Protocol)	MARK	1065630	December 22, 2010
Galata Chemicals, LLC	U.S.	MARKLUBE	2389163	September 10, 1998
Galata Chemicals, LLC	European Union	SOYPEX	010109254	December 9, 2011