

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667419

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Term Loan Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ecovyst Catalyst Technologies LLC		08/12/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	The Cayman Islands Branch of a Swiss Banking corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3817359	ALPHACAT	
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:	049133-0423		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	08/13/2021		
Total Attachments: 5			
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TERM LOAN TRADEMARK SECURITY AGREEMENT

TERM LOAN TRADEMARK SECURITY AGREEMENT dated as of August 12, 2021 (this “Trademark Security Agreement”), by and among Ecovyst Catalyst Technologies LLC, a Delaware limited liability company (“Ecovyst” or the “Grantor”) and Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the “Administrative Agent”) for the Secured Parties (as defined in the Term Loan Credit Agreement).

Reference is made to that certain Term Loan Credit Agreement, dated as of June 9, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Term Loan Credit Agreement”), by and among CPQ Midco I Corporation, a Delaware corporation (“CPQ”), as Holdings prior to the consummation of the Holdings Assignment, PQ Corporation, a Pennsylvania corporation (“PQ”), as the Parent Borrower prior to the consummation of the Performance Chemicals Sale, Ecovyst, as a Borrower and, on and after the Performance Chemicals Closing Date, the Parent Borrower, Eco Services, as a Borrower, the Lenders from time to time party thereto and the Administrative Agent.

Reference is also made to that certain Term Loan Pledge and Security Agreement dated as of June 9, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among CPQ, as Holdings prior to the consummation of the Holdings Assignment, PQ, as the Parent Borrower prior to the consummation of the Performance Chemicals Sale, Ecovyst, as a Borrower and, on and after the Performance Chemicals Closing Date, the Parent Borrower, Eco Services, as a Borrower, the other Grantors (as defined therein) and the Administrative Agent for the Secured Parties.

The Lenders (as defined in the Term Loan Credit Agreement) have extended credit to the Borrowers subject to the terms and conditions set forth in the Term Loan Credit Agreement. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Term Loan Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the “Trademark Collateral”):

(a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including but not limited to the registrations and applications listed on Schedule I hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include (i) any foreign IP Rights and any intent-to-use Trademark application prior to the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration issuing therefrom under applicable law, or (ii) any other Excluded Assets.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, 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 Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 4. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature Pages Follow]

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

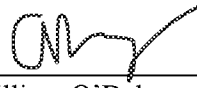
ECOVYST CATALYST TECHNOLOGIES LLC

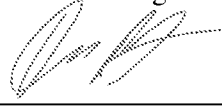
By: 
Name: Joseph S. Koscinski
Title: Vice President, Secretary and General Counsel

[Signature Page to Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 007390 FRAME: 0270

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Administrative Agent

By: 
Name: William O'Daly
Title: Authorized Signatory

By: 
Name: D. Andrew Maletta
Title: Authorized Signatory

SCHEDULE I

+ = Pending assignment to Ecovyst Catalyst Technologies LLC

TRADEMARKS

REGISTERED OWNER	JURISDICTION	REG. NO.	REG. DATE	TRADEMARK
Ecovyst Catalyst Technologies LLC+	United States	3,817,359	7/13/2010	ALPHACAT