

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM670102

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GEON Performance Solutions, LLC		08/18/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association, as Collateral Agent		
Street Address:	1 West 39th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2308456	HI-PRO II	
Registration Number:	3883971	REFLEX	
Registration Number:	2465535	DURACAP	
Registration Number:	407523	GEON	
Registration Number:	2964176	GEON	
Registration Number:	4265030	PLENSTAR	
Registration Number:	5009144	RESILIENCE	
Registration Number:	4971816	SYNPLAST	
Serial Number:	88646445	FIBERLOC	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	2028357500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		

CH \$240.00 2308456

ATTORNEY DOCKET NUMBER:	32712.00023
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	08/25/2021
Total Attachments: 5 source=2.7 GEON - TRADEMARK SECURITY AGREEMENT [Executed]#page1.tif source=2.7 GEON - TRADEMARK SECURITY AGREEMENT [Executed]#page2.tif source=2.7 GEON - TRADEMARK SECURITY AGREEMENT [Executed]#page3.tif source=2.7 GEON - TRADEMARK SECURITY AGREEMENT [Executed]#page4.tif source=2.7 GEON - TRADEMARK SECURITY AGREEMENT [Executed]#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 18, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of HSBC Bank USA, National Association, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”).

WHEREAS, GEON Performance Solutions, LLC, a Delaware limited liability company (the “**Borrower**”), certain other Grantors, the Foreign Pledgors and the Administrative Agent are party to a Security Agreement, dated as of August 18, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Grantors granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or which such Grantor at any time in the future may own or acquire (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill connected with the use of and symbolized thereby, including any of the foregoing listed in Schedule A;

(ii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark, now or hereafter owned by any Grantor or that any Grantor otherwise

has the right to license, or granting to any Grantor any right to use any Trademark, now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for past, present and future infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto and acceptance thereof by the USPTO, solely 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 or void any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. COUNTERPARTS

This 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. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. Additionally, this Agreement and any document or instrument delivered in connection herewith may be executed by electronic signature, and the Collateral Agent shall be entitled to exclusively rely on such electronic signature.

[Remainder of page intentionally left blank]

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

GEON PERFORMANCE SOLUTIONS, LLC
as Grantor


By: 

Name: Gary Connelly

Title: Secretary

[Signature Page to Trademark Security Agreement]

HSBC BANK USA, NATIONAL ASSOCIATION
as Collateral Agent

By: 
Name: Nimish Pandey
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
FIBERLOC	88/646445	08-Oct-2019		
HI-PRO II	75/440239	25-Feb-1998	2308456	18-Jan-2000
REFLEX	77/811607	24-Aug-2009	3883971	30-Nov-2010
DURACAP	76/037364	01-May-2000	2465535	03-Jul-2001
GEON	71/466791	22-Jan-1944	407523	06-Jun-1944
GEON	78/418896	14-May-2004	2964176	28-Jun-2005
PLENSTAR	85/162988	27-Oct-2010	4265030	25-Dec-2012
RESILIENCE	86/623589	08-May-2015	5009144	26-Jul-2016
SYNPLAST	86/606073	22-Apr-2015	4971816	07-Jun-2016