

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM676319

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notes Security Agreement
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
W.R. Grace & Co.-Conn.		09/22/2021	Corporation: CONNECTICUT

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	50 South Sixth St., Suite 1290
Internal Address:	Global Capital Markets
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 73

Property Type	Number	Word Mark
Registration Number:	4756698	ACHIEVE
Registration Number:	3829070	ACTIVCAT
Registration Number:	0941208	ADSORBOSIL-
Registration Number:	2736132	ADVANTA
Registration Number:	4491721	ADVANTAGE
Registration Number:	4071230	ALCYON
Registration Number:	1265450	ALLTECH
Registration Number:	5884035	BREAKTHROUGH CATALYTIC PERFORMANCE
Registration Number:	0795991	CATALAGRAM
Registration Number:	1490721	CP
Registration Number:	1834238	DARACLAR
Registration Number:	2229578	DAVICAT
Registration Number:	2732453	DAVISIL
Registration Number:	2505595	DENOX
Registration Number:	2743553	D-PRISM
Registration Number:	2637589	E-CATALYSTS
Registration Number:	2767419	E-CATALYSTS

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Property Type	Number	Word Mark
Registration Number:	2780075	
Registration Number:	2779897	E-CATALYSTS.COM
Registration Number:	3719353	FLOWMOTION
Registration Number:	6246092	FUSION
Registration Number:	1688336	G-CON
Registration Number:	3661638	GENESIS
Registration Number:	1347037	GR
Registration Number:	1813264	GRACE
Registration Number:	1751126	GRACE
Registration Number:	1758304	GRACE
Registration Number:	1998235	GRACE
Registration Number:	2203422	GRACE
Registration Number:	1995539	GRACE
Registration Number:	1995531	GRACE
Registration Number:	2206302	GRACE
Registration Number:	2090421	GRACE
Registration Number:	1437819	GRACE
Registration Number:	1607468	GRACE
Registration Number:	0733284	GRACE
Registration Number:	2105453	GSR
Registration Number:	4299270	HYAMPP
Registration Number:	3159332	IMPACT
Registration Number:	0503253	LUDOX
Registration Number:	1370778	LYNX
Registration Number:	0972141	MAGNAPORE
Registration Number:	2897694	MIDAS
Registration Number:	4350679	MOLECULAR HIGHWAY
Registration Number:	5884229	MOLECULAR HIGHWAY
Registration Number:	2311497	OLEFINSMAX
Registration Number:	2620434	OLEFINSULTRA
Registration Number:	1640119	ORION
Registration Number:	1907797	PHONOSORB
Registration Number:	3196898	PINNACLE
Registration Number:	2674581	POLIEDGE
Registration Number:	3393146	POLYTRAK
Registration Number:	0397230	PROTEK-SORB
Registration Number:	0373979	PROTEK-SORB
Registration Number:	0568355	PROTEK-SORB "121"

Property Type	Number	Word Mark
Registration Number:	0813260	RANEY
Registration Number:	1701058	RFG
Registration Number:	4225907	RIVE
Registration Number:	5884033	RIVE TECHNOLOGY
Registration Number:	1337474	SHAC
Registration Number:	1447031	SHIELDEX
Registration Number:	3142460	SMART CATALYST SYSTEM
Registration Number:	2627781	SURCA
Registration Number:	2282048	SYLOBEAD
Registration Number:	1607904	SYLOBLOC
Registration Number:	1438809	SYLODENT
Registration Number:	0905707	SYLOID
Registration Number:	2151424	SYLOJET
Registration Number:	1820354	SYLOPOL
Registration Number:	1305597	SYLOSIV
Registration Number:	1516101	TRISYL
Registration Number:	1712890	VYDAC
Registration Number:	2298167	XNOX

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	027803
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	09/23/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated September 22, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Wilmington Trust, National Association, 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 Indenture and the Security Agreement referred to therein.

WHEREAS, W. R. Grace Holdings LLC, a Delaware limited liability company (the “Issuer”), as a Grantor, W. R. Grace MidCo Holdings, LLC, a Delaware limited liability company (the “Parent Guarantor”) as a Grantor, and the other Persons from time to time party thereto, as Grantors, and Wilmington Trust, National Association, as trustee (the “Trustee”) and collateral agent (the “Collateral Agent”) have entered into that certain Indenture dated as of September 22, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”),

WHEREAS, in connection with the Indenture, the Grantors have entered into the Security Agreement dated as of the Issue Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Secured Parties to make financial accommodations to the Issuer, the Parent Guarantor and the Restricted Subsidiaries.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP 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, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each 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) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property);

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Indenture Obligations of such Grantor now or hereafter existing, 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 IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Indenture Obligations and that would be owed by such Grantor to any Secured Party under the Indenture Documents but for the fact that such secured Indenture Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

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

SECTION 4. Execution in Counterparts. This IP 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 IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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 IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This IP 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 IP 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.

SECTION 8. Concerning the Collateral Agent. Wilmington Trust, National Association is entering into this IP Security Agreement in its capacity as Collateral Agent under the Indenture and not in its individual capacity, and in acting hereunder, the Collateral Agent shall be entitled to all of the rights, protections, privileges, indemnities and immunities granted to the Collateral Agent under the Indenture as if such rights, protections, privileges, indemnities and immunities were set forth herein.

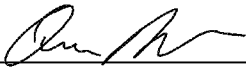
[Signature Pages Follow]

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

W. R. GRACE & CO.-CONN.,
as an Initial Grantor

DocuSigned by:
By: Chere H. Johnson
Name: Chereé Johnson
Title: SVP, General Counsel and Secretary

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Quinton M. DePompolo
Title: Banking Officer

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Trademark	App. Number	Reg. Number	Owner Name
ACHIEVE	86073986	4756698	W. R. Grace & Co.-Conn.
ACTIVCAT	77622441	3829070	W. R. Grace & Co.-Conn.
ADSORBOSIL	72/386061	0941208	W. R. Grace & Co.-Conn.
ADVANTA	76/382292	2736132	W. R. Grace & Co.-Conn.
ADVANTAGE	85603429	4491721	W. R. Grace & Co.-Conn.
ALCYON	77/949128	4071230	W. R. Grace & Co.-Conn.
ALLTECH	73/379872	1265450	W. R. Grace & Co.-Conn.
BREAKTHROUGH CATALYTIC PERFORMANCE	88363457	5884035	W. R. Grace & Co.-Conn.
CATALAGRAM	72208072	0795991	W. R. Grace & Co.-Conn.
CP	73/655556	1490721	W. R. Grace & Co.-Conn.
DARACLAR	74/362997	1834238	W. R. Grace & Co.-Conn.
DAVICAT	75/294620	2229578	W. R. Grace & Co.-Conn.
DAVISIL	75/731876	2732453	W. R. Grace & Co.-Conn.
DENOX	75/580966	2505595	W. R. Grace & Co.-Conn.
D-PRISM	76/248127	2743553	W. R. Grace & Co.-Conn.
E-CATALYSTS	76/049485	2637589	W. R. Grace & Co.-Conn.
e-Catalysts and Logo	76/220393	2767419	W. R. Grace & Co.-Conn.
e-Catalysts Logo	76/220389	2780075	W. R. Grace & Co.-Conn.
E-CATALYSTS.COM	76/049486	2779897	W. R. Grace & Co.-Conn.
FLOWMOTION	77/427521	3,719,353	W. R. Grace & Co.-Conn.
FUSION	88197249	6,246,092	W. R. Grace & Co.-Conn.
G-CON	74/078127	1688336	W. R. Grace & Co.-Conn.
GENESIS	77/381333	3661638	W. R. Grace & Co.-Conn.
GR	73/473397	1347037	W. R. Grace & Co.-Conn.
GRACE	74/284097	1813264	W. R. Grace & Co.-Conn.
GRACE	74/283853	1751126	W. R. Grace & Co.-Conn.
GRACE	74/283852	1758304	W. R. Grace & Co.-Conn.
GRACE	74/724701	1998235	W. R. Grace & Co.-Conn.
GRACE	74/724700	2203422	W. R. Grace & Co.-Conn.
GRACE	74/725339	1995539	W. R. Grace & Co.-Conn.
GRACE	74/724704	1995531	W. R. Grace & Co.-Conn.
GRACE	74/724702	2206302	W. R. Grace & Co.-Conn.
GRACE	74/724703	2090421	W. R. Grace & Co.-Conn.
GRACE	73/583490	1437819	W. R. Grace & Co.-Conn.
GRACE	74/000640	1607468	W. R. Grace & Co.-Conn.
GRACE in (Rectanglar Logo)	72127007	0733284	W. R. Grace & Co.-Conn.
GSR	75186795	2105453	W. R. Grace & Co.-Conn.
HYAMPP	85563171	4299270	W. R. Grace & Co.-Conn.
IMPACT	76/487042	3159332	W. R. Grace & Co.-Conn.
LUDOX (Stylized)	71/543577	0503253	W. R. Grace & Co.-Conn.
LYNX	73536722	1370778	W. R. Grace & Co.-Conn.
MAGNAPORE	72/425484	0972141	W. R. Grace & Co.-Conn.
MIDAS	76/388890	2897694	W. R. Grace & Co.-Conn.
MOLECULAR HIGHWAY	85310576	4350679	W. R. Grace & Co.-Conn.
MOLECULAR HIGHWAY	88367677	5884229	W. R. Grace & Co.-Conn.

Trademark	App. Number	Reg. Number	Owner Name
OlefinsMax	75598306	2311497	W. R. Grace & Co.-Conn.
OlefinsUltra	76235943	2620434	W. R. Grace & Co.-Conn.
ORION	74/066963	1640119	W. R. Grace & Co.-Conn.
PHONOSORB	74/452651	1907797	W. R. Grace & Co.-Conn.
PINNACLE	78/870830	3196898	W. R. Grace & Co.-Conn.
PoliEdge	76/355539	2674581	W. R. Grace & Co.-Conn.
POLYTRAK	78/789408	3393146	W. R. Grace & Co.-Conn.
PROTEK-SORB	71451965	0397230	W. R. Grace & Co.-Conn.
PROTEK-SORB	71422466	0373979	W. R. Grace & Co.-Conn.
PROTEK-SORB 121 (Stylized/Design)	71627049	0568355	W. R. Grace & Co.-Conn.
RANEY	72/208361	0813260	W. R. Grace & Co.-Conn.
RFG	74/129843	1701058	W. R. Grace & Co.-Conn.
RIVE	77606018	4225907	W. R. Grace & Co.-Conn.
RIVE TECHNOLOGY	88363436	5884033	W. R. Grace & Co.-Conn.
SHAC	73505836	1337474	W. R. Grace & Co.-Conn.
SHIELDEX	73/635743	1447031	W. R. Grace & Co.-Conn.
SmART Catalyst System (stylized)	76/230594	3142460	W. R. Grace & Co.-Conn.
SuRCA	76/247538	2627781	W. R. Grace & Co.-Conn.
SYLOBEAD	75/359236	2282048	W. R. Grace & Co.-Conn.
SYLOBLOC	73/835366	1607904	W. R. Grace & Co.-Conn.
SYLODENT	73/617444	1438809	W. R. Grace & Co.-Conn.
SYLOID	72324587	0905707	W. R. Grace & Co.-Conn.
SYLOJET	75/174594	2151424	W. R. Grace & Co.-Conn.
SYLOPOL	74/226134	1820354	W. R. Grace & Co.-Conn.
SYLOSIV	73/421747	1305597	W. R. Grace & Co.-Conn.
TRISYL	73/728738	1516101	W. R. Grace & Co.-Conn.
VYDAC	74/216278	1712890	W. R. Grace & Co.-Conn.
XNOX	75-582192	2298167	W. R. Grace & Co.-Conn.