

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM678417

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL TRADEMARK SECURITY INTERESTS RELEASE AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROYAL BANK OF CANADA, as Agent		09/30/2021	Association: CANADA
RECEIVING PARTY DATA			
Name:	ARCLIN USA LLC		
Street Address:	1000 HOLCOMB WOODS PARKWAY, SUITE 342		
City:	ROSEWELL		
State/Country:	GEORGIA		
Postal Code:	30076		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	ARCLIN CANADA HOLDINGS LTD.		
Street Address:	1000 HOLCOMB WOODS PARKWAY, SUITE 342		
City:	ROSEWELL		
State/Country:	GEORGIA		
Postal Code:	30076		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3625412	ARCLIN	
Registration Number:	4660716	CAPTIVE	
Registration Number:	2010599	CROSSCUT ADVANTAGE	
Registration Number:	4660715	DUSTCAP	
Registration Number:	4029745	E-FLECT	
Registration Number:	3720648	E-GEN	
Registration Number:	4358340	E-NATURAL	
Registration Number:	4530610	EPIC	
Registration Number:	4358341	E-SORB	
Registration Number:	4230935	E-SULATE	
Registration Number:	5036796	FIREPOINT	
Registration Number:	4507421	NITROGAIN	
Registration Number:	3625515	PERFORMANCE APPLIED	
TRADEMARK			

OP \$415.00 3625412

Property Type	Number	Word Mark
Registration Number:	4358342	THE INGREDIENTS OF GREEN
Serial Number:	86648603	PROPONE
Serial Number:	86836601	S3

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1487072 TM ABL Rel
NAME OF SUBMITTER:	ANNA MARCUS
SIGNATURE:	/ANNA MARCUS/
DATE SIGNED:	10/01/2021

Total Attachments: 5
source=[Draft] ARCLIN - ABL Trademark Security Interest Release with Cover Sheet#page3.tif
source=[Draft] ARCLIN - ABL Trademark Security Interest Release with Cover Sheet#page4.tif
source=[Draft] ARCLIN - ABL Trademark Security Interest Release with Cover Sheet#page5.tif
source=[Draft] ARCLIN - ABL Trademark Security Interest Release with Cover Sheet#page6.tif
source=[Draft] ARCLIN - ABL Trademark Security Interest Release with Cover Sheet#page7.tif

ABL TRADEMARK SECURITY INTERESTS RELEASE AGREEMENT

THIS TRADEMARK SECURITY INTERESTS RELEASE AGREEMENT (this “Release”) dated as of September 30, 2021, is made by ROYAL BANK OF CANADA, as administrative agent and collateral agent (together with its successors in such capacity, the “Agent”) for the Secured Parties, in favor of ARCLIN USA LLC and ARCLIN CANADA HOLDINGS LTD. (successor to Arclin Canada Ltd./Arclin Canada Ltee) (each a “Grantor” and collectively, the “Grantors”).

WHEREAS, pursuant to that certain ABL Credit Agreement, dated as of February 14, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”), among LSF10 Cedar Guarantee Co, LP, a Bermuda limited partnership (“Parent”), LSF10 Cedar Investments, LP, a Bermuda limited partnership (“Holdings”), New Arclin U.S. Holding Corp., a Delaware corporation (as successor to Cedar US MergerCo, Inc., the “Initial US Borrower”), Arclin Canada Ltd./Arclin Canada Ltee (including its permitted successors, the “Initial Canadian Borrower”), the Additional Borrowers (including their permitted successors, and together with the Initial US Borrower and the Initial Canadian Borrower, the “Borrowers”), the several banks and other financial institutions or entities from time to time party thereto as lenders and the Agent and that certain U.S. ABL Guarantee and Collateral Agreement, dated as of February 14, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”), among Parent, Holdings, the Borrowers and each Subsidiary Guarantor in favor of the Agent, each Grantor executed and delivered to the Agent, for the benefit of the Secured Parties, that certain Intellectual Property Security Agreement, dated as of February 14, 2017 (as amended by the Amendment to Intellectual Property Security Agreement, dated as of February 24, 2021, the “IP Security Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the IP Security Agreement, each Grantor granted to the Agent a security interest in all of each Grantor’s right, title and interest in and to the IP Collateral (as defined in the IP Security Agreement), including the IP Collateral set forth on Schedule A hereto;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on February 15, 2017 at Reel/Frame 5989/0645;

WHEREAS, the IP Security Agreement was amended on February 24, 2021;

WHEREAS, in accordance with that certain Payoff Letter dated September 30, 2021, the obligations secured by the IP Collateral have been repaid or otherwise satisfied to the extent set forth in such Payoff Letter; and

WHEREAS, the Agent therefore agrees to release its security interest in and to each Grantor’s right, title and interest in and to the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Agent hereby agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meaning assigned to them in the Guarantee and Collateral Agreement or, if not defined therein, in the Credit Agreement.

SECTION 2. Release of Security Interest. The Agent does hereby terminate the IP Security Agreement and the liens and security interest created thereunder and release and relinquish to the Grantors all of the Agent's right, title and interest in and to the IP Collateral set forth on Schedule A hereto, and all goodwill symbolized thereby, and any right, title or interest of the Agent in such IP Collateral shall hereby cease and become void. If and to the extent that the Agent has acquired any right, title or interest in and to the IP Collateral, the Agent hereby re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantors.

SECTION 3. Recordation. The Agent authorizes and requests the recordation of this Release with the United States Patent and Trademark Office and the Canadian Intellectual Property Office. The Agent shall take all further actions (including, without limitation, the execution and delivery of any documents or other instruments) reasonably requested by each Grantor to effect the release and termination of the security interest in the IP Collateral and of the IP Security Agreement contemplated hereby.

SECTION 4. GOVERNING LAW. THIS RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ROYAL BANK OF CANADA,
as Agent

By: 

Name: Ann Hurley

Title: Manager, Agency

SCHEDULE A

TRADEMARKS

U.S. Trademarks:

All Credit Agreements:

<u>Application Number</u>	<u>Date of Application</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>File Reference</u>	<u>Trademark</u>	<u>Owner</u>
77401503	20-Feb-08	3625412	26-May-09	5601-0115US1	ARCLIN	Arclin USA LLC
86076999	27-Sep-13	4660716	23-Dec-14	5601-0180US1	CAPTIVE	Arclin USA LLC
74534381	7-Jun-94	2010599	22-Oct-96	5601-0109US1	CROSSCUT ADVANTAGE	Arclin USA LLC
86076986	27-Sep-13	4660715	23-Dec-14	5601-0179US1	DUSTCAP	Arclin USA LLC
85081340	9-Jul-10	4029745	20-Sep-11	5601-0121US1	E-FLECT	Arclin USA LLC
77463284	1-May-08	3720648	8-Dec-09	5601-0118US1	E-GEN	Arclin USA LLC
85080791	8-Jul-10	4358340	25-Jun-13	5601-0153US1	E-NATURAL	Arclin USA LLC
85835689	29-Jan-13	4530610	13-May-14	5601-0175US1	EPIC	Arclin USA LLC
85080799	8-Jul-10	4358341	25-Jun-13	5601-0154US1	E-SORB	Arclin USA LLC
85364946	7-Jul-11	4230935	23-Oct-12	5601-0161US1	E-SULATE	Arclin USA LLC
85835728	29-Jan-13	5036796	6-Sep-16	5601-0177US1	FIREPOINT	Arclin USA LLC
85835682	29-Jan-13	4507421	1-Apr-14	5601-0174US1	NITROGAIN	Arclin USA LLC
77427375	20-Mar-08	3625515	26-May-09	5601-0116US1	PERFORMAN CE APPLIED	Arclin USA LLC
86648603	2-Jun-15			5601-0201US	PropOne	Arclin USA LLC
86836601	2-Dec-15			5601-0203US	S3	Arclin USA LLC
85080809	8-Jul-10	4358342	25-Jun-13	5601-0155US1	THE INGREDIENTS OF GREEN	Arclin USA LLC

Canadian Trademarks:All Credit Agreements:

<u>Application Number</u>	<u>Date of Application</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>File Reference</u>	<u>Trademark</u>	<u>Owner</u>
1360561	21-Aug-07	TMA775054	19-Aug-10	5601-0115CA	ARCLIN	Arclin USA LLC
1645649	27-Sep-13	TMA895219	28-Jan-15	5601-0180CA1	CAPTIVE	Arclin USA LLC
1645648	27-Sep-13	TMA895216	28-Jan-15	5601-0179CA1	DUSTCAP	Arclin USA LLC
1494560	2-Sep-10	TMA840263	15-Jan-13	5601-0121CA1	E-Flect	Arclin USA LLC
1378076	19-Dec-07	TMA780290	21-Oct-10	5601-0118CA1	E-GEN	Arclin USA LLC
1494559	2-Sep-10	TMA885147	3-Sep-14	5601-0153CA	E-NATURAL	Arclin USA LLC
1625021	1-May-13	TMA912448	26-Aug-15	5601-0175CA	EPIC	Arclin USA LLC
1494562	2-Sep-10	TMA885236	4-Sep-14	5601-0154CA	E-Sorb	Arclin USA LLC
1538477	4-Aug-11	TMA859223	4-Sep-13	5601-0161CA	E-SULATE	Arclin USA LLC
1623671	23-Apr-13	TMA951,202	3-Oct-16	5601-0177CA	FIREPOINT	Arclin USA LLC
1623670	23-Apr-13	TMA883236	31-Jul-14	5601-0174CA	NITROGAIN	Arclin USA LLC
1366874	9-Oct-07	TMA775290	23-Aug-10	5601-0116CA	PERFORMANCE APPLIED	Arclin USA LLC
1736735	10-Jul-15			5601-0201CA	PropOne	Arclin USA LLC
1781549	10-May-16	TMA1021677		5601-0203CA	S3	Arclin USA LLC
1494561	2-Sep-10	TMA861741	2-Oct-13	5601-0155CA1	The Ingredients of Green	Arclin USA LLC
1366876	9-Oct-07	TMA775289	23-Aug-10		GREEN SIGMA	Arclin Canada Ltd. (now known as Arclin Canada Holdings Ltd.)
1865713	01-Nov-17	TMA1062205	06-Nov-19		P3C	Arclin USA LLC