

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678712

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RMG Technologies, LLC		10/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1300 Thames Street, 4th Floor, Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2356621	PYROLITE	
Registration Number:	5727433	RAPIDFIRE	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	036608-0121		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	10/04/2021		
Total Attachments: 7			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of October 1, 2021 (this “**Trademark Security Agreement**”), is made by each signatory hereto listed under “Pledgors” (each a “**Pledgor**” and collectively, the “**Pledgors**”), in favor of Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) pursuant to that certain First Lien Credit Agreement, dated as of December 14, 2018 (as amended, restated, amended and restated, modified or supplemented from time to time, the “**Credit Agreement**”), by and among ASP Unifrax Holdings, Inc., a Delaware corporation (the “**Borrower**” as successor by merger to Ulysses Merger Sub, Inc.), Ulysses Parent, Inc., a Delaware corporation, the other guarantors from time to time party thereto, the lenders and issuing banks from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a First Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “**Trademark Collateral**”):

(a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a Statement of Use

or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

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

PLEDGORS:

LYDALL, INC.,
a Delaware corporation

By: John Dandolph
Name: John C. Dandolph IV
Title: Chief Executive Officer

SOUTHERN FELT COMPANY, INC.,
a South Carolina corporation

By: John Dandolph
Name: John C. Dandolph IV
Title: Chief Executive Officer

LYDALL PERFORMANCE MATERIALS (US), INC.,
a Delaware corporation

By: John Dandolph
Name: John C. Dandolph IV
Title: Chief Executive Officer

[Signature Page to First Lien Trademark Security Agreement]

PLEDGORS:

REX MATERIALS, LLC,
a Delaware limited liability company

By: James Olchawski
Name: James Olchawski
Title: Chief Executive Officer

RMG TECHNOLOGIES, LLC,
a Delaware limited liability company

By: James Olchawski
Name: James Olchawski
Title: Chief Executive Officer

[Signature Page to First Lien Trademark Security Agreement]

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 

Name: Lisa Hanson
Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Trademark	Registration Number	Owner
AMS	2620747	Lydall, Inc.
CRS WRAP	2061532	Lydall, Inc.
CRYOTHERM	1648155	Lydall, Inc.
DBCORE	2916582	Lydall, Inc.
dBLyte	2424969	Lydall, Inc.
dBLyte		
DUOTEX	5666253	Lydall, Inc.
FIBERLOX	4395018	Southern Felt Company, Inc.
FLEXSHIELD	3540977	Lydall, Inc.
FLUX	4535669	Lydall, Inc.
INTERFACE SEALING SOLUTIONS	3360283	Lydall Performance Materials (US), Inc.
INTERFACE SEALING SOLUTIONS	3360284	Lydall Performance Materials (US), Inc.
interface Sealing Solutions		
INTERFACE SOLUTIONS	3781223	Lydall Performance Materials (US), Inc.
INTERFACE SOLUTIONS	3781211	Lydall Performance Materials (US), Inc.
Inter SOLUTIONS		
LYDAIR	1219091	Lydall, Inc.
LYDALL Lydall	2894129	Lydall, Inc.
LYPORE	1587807	Lydall, Inc.
LYPORE	1229496	Lydall, Inc.
LYTHERM	1627121	Lydall, Inc.
MANNIGLAS	1140365	Lydall, Inc.
MANNIGLAS	1117687	Lydall, Inc.
MANNITHERM	0755523	Lydall, Inc.
MANNIWEB	1049541	Lydall, Inc.
MICROCAP	4380742	Southern Felt Company, Inc.
MICROFELT	4196160	Southern Felt Company, Inc.
PLEATLOX	4398822	Southern Felt Company, Inc.
POWERLOX	4211232	Southern Felt Company, Inc.

Trademark	Registration Number	Owner
POWERTECH	4211230	Southern Felt Company, Inc.
PRO-FORMANCE	3254949	Lydall Performance Materials (US), Inc.
RAD-FLEX	5836183	Southern Felt Company, Inc.
SELECT-A-SEAL	2477673	Lydall Performance Materials (US), Inc.
SYNTHESEAL	1423893	Lydall Performance Materials (US), Inc.
THERMO-TORK	1400329	Lydall Performance Materials (US), Inc.
ULTRATECH	4795427	Southern Felt Company, Inc.
VOLTOID	2732008	Lydall Performance Materials (US), Inc.
ZERO CLEARANCE	2328380	Lydall, Inc.
INTERFACE SOLUTIONS INC.	3781224	Lydall Performance Materials (US), Inc.
MANNING	1580047	Lydall, Inc.
REX TCS	3434627	Rex Materials, LLC
WHERE THERE'S HEAT, THERE'S RMG	3134279	Rex Materials, LLC
PYROLITE	2356621	RMG Technologies, LLC
RAPIDFIRE	5727433	RMG Technologies, LLC

United States Trademark Applications:

None.