

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679275

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arclin USA LLC		09/30/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as collateral agent
Street Address:	20 King Street West, 4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Chartered Bank: 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
Registration Number:	5115809	S3
Registration Number:	4358342	THE INGREDIENTS OF GREEN
Serial Number:	87656046	P3C

CORRESPONDENCE DATA

TRADEMARK

Fax Number: 2125305219

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: 2125305878

Email: dcip@milbank.com, jgarces@milbank.com

Correspondent Name: John Garces, Esq.

Address Line 1: 55 Hudson Yards

Address Line 2: Milbank, LLP

Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	22946.00039
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NAME OF SUBMITTER:	John Garces
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SIGNATURE:	/John Garces/
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DATE SIGNED:	10/06/2021
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Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of September 30, 2021, between the signatory hereto (the “Grantor”) in favor of ROYAL BANK OF CANADA, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Second Lien Guarantee and Collateral Agreement, dated as of September 30, 2021 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Second Lien Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Second Lien Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

- (a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter 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 United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when

taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other electronic transmission of the relevant signature pages hereof, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

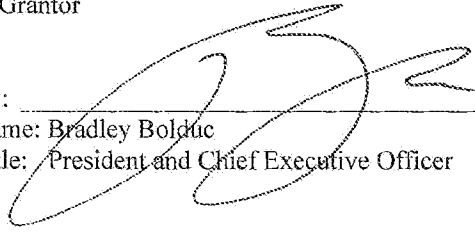
SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Second Lien Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Second Lien Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Second Lien Trademark Security Agreement are in conflict with the Second Lien Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement or the Credit Agreement shall govern.

SECTION 6. Subject to the Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent or any Secured Party hereunder are subject to the provisions of the Intercreditor Agreement, dated September 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Royal Bank of Canada, as First Lien Agent and Second Lien Agent, each other Representative from time to time party thereto, and acknowledged by the Grantors (as defined therein) and other persons from time to time party thereto. If there is a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall control.

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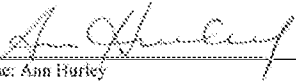
IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ARCLIN USA LLC,
as Grantor

By: 
Name: Bradley Bolduc
Title: President and Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: Name: Ann Hurley
Title: Title: Manager, Agency
Title:

SCHEDULE I

Registered Trademarks

I. Registered Trademarks

<u>Owner</u>	<u>Trademark / Service Mark Name</u>	<u>Registration Number (Application No.)</u>	<u>Registration Date (Filing Date)</u>	<u>Jurisdiction</u>
Arclin USA LLC	ARCLIN	3625412	26-May-09	United States
Arclin USA LLC	CAPTIVE	4660716	23-Dec-14	United States
Arclin USA LLC	CROSSCUT ADVANTAGE	2010599	22-Oct-96	United States
Arclin USA LLC	DUSTCAP	4660715	23-Dec-14	United States
Arclin USA LLC	E-FLECT	4029745	20-Sep-11	United States
Arclin USA LLC	E-GEN	3720648	8-Dec-09	United States
Arclin USA LLC	E-NATURAL	4358340	25-Jun-13	United States
Arclin USA LLC	EPIC	4530610	13-May-14	United States
Arclin USA LLC	E-SORB	4358341	25-Jun-13	United States
Arclin USA LLC	E-SULATE	4230935	23-Oct-12	United States
Arclin USA LLC	FIREPOINT	5036796	6-Sep-16	United States
Arclin USA LLC	NITROGAIN	4507421	1-Apr-14	United States
Arclin USA LLC	P ³ C	(87656046)	(23-Oct-17)	United States
Arclin USA LLC	PERFORMANCE APPLIED	3625515	26-May-09	United States
Arclin USA LLC	S3	5115809	3-Jan-17	United States
Arclin USA LLC	THE INGREDIENTS OF GREEN	4358342	25-Jun-13	United States