CH \$2315.00 26207

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM681367

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Formerly	Execution Date	Entity Type
	10/01/2021	Corporation: DELAWARE
	10/01/2021	Corporation: SOUTH CAROLINA
	10/01/2021	Corporation: DELAWARE
	10/01/2021	Limited Liability Company: DELAWARE
	10/01/2021	Limited Liability Company: DELAWARE
	10/01/2021	Corporation: OHIO
	Formerly	10/01/2021 10/01/2021 10/01/2021 10/01/2021 10/01/2021

RECEIVING PARTY DATA

Name:	Wilmington Trust	
Street Address:	1100 N. MARKET STREET	
City:	WILMINGTON	
State/Country:	DELAWARE	
Postal Code:	19890	
Entity Type:	National Association: UNITED STATES	

PROPERTY NUMBERS Total: 92

Property Type	Number	Word Mark
Registration Number:	2620747	AMS
Registration Number:	2061532	CRS WRAP
Registration Number:	1648155	CRYOTHERM
Registration Number:	2916582	DBCORE
Registration Number:	2424969	DBLYTE
Registration Number:	5666253	DUOTEX
Registration Number:	4395018	FIBERLOX
Registration Number:	3540977	FLEXSHIELD
Registration Number:	4535669	FLUX
Registration Number:	3360283	INTERFACE SEALING SOLUTIONS

TRADEMARK REEL: 007453 FRAME: 0523

900649992

Property Type	Number	Word Mark		
Registration Number:	3360284	INTERFACE SEALING SOLUTIONS		
Registration Number:	3781223	INTERFACE SOLUTIONS		
Registration Number:	3781211	INTERFACE SOLUTIONS		
Registration Number:	1219091	LYDAIR		
Registration Number:	2894129	LYDALL		
Registration Number:	1587807	LYPORE		
Registration Number:	1229496	LYPORE		
Registration Number:	1627121	LYTHERM		
Registration Number:	1140365	MANNIGLAS		
Registration Number:	1117687	MANNIGLAS		
Registration Number:	0755523	MANNITHERM		
Registration Number:	1049541	MANNIWEB		
Registration Number:	4380742	MICROCAP		
Registration Number:	4196160	MICROFELT		
Registration Number:	4398822	PLEATLOX		
Registration Number:	4211232	POWERLOX		
Registration Number:	4211230	POWERTECH		
Registration Number:	3254949	PRO-FORMANCE		
Registration Number:	5836183	RAD-FLEX		
Registration Number:	2477673	SELECT-A-SEAL		
Registration Number:	1423893	SYNTHESEAL		
Registration Number:	1400329	THERMO-TORK		
Registration Number:	4795427	ULTRATECH		
Registration Number:	2732008	VOLTOID		
Registration Number:	2328380	ZERO CLEARANCE		
Registration Number:	3781224	INTERFACE SOLUTIONS INC.		
Registration Number:	1580047	MANNING		
Registration Number:	3434627	REX TCS		
Registration Number:	3134279	WHERE THERE'S HEAT, THERE'S RMG		
Registration Number:	2356621	PYROLITE		
Registration Number:	5727433	RAPIDFIRE		
Registration Number:	1792636	AL-MOLDABLE		
Registration Number:	3837239	ANCHOR-LOC		
Registration Number:	1511767	ANCHOR-LOC		
Registration Number:	2409361	ANCHOR-LOC ELECTRIC		
Registration Number:	2406644	CC-MAX		
Registration Number:	5225819	COMBI-FILM		
Registration Number:	1887161	DURABACK		

Property Type	Number	Word Mark
Registration Number:	1060763	DURABLANKET
Registration Number:	3740858	ELITE
Registration Number:	1887163	DURABOARD
Registration Number:	1941437	EXCELFRAX
Registration Number:	0702089	FIBERFRAX
Registration Number:	0567698	FIBERFRAX
Registration Number:	0574223	FIBERFRAX
Registration Number:	2055727	FIBERMASS
Registration Number:	1888487	FIBERMAT
Registration Number:	1259418	FIBERMAX
Registration Number:	2599391	FOAMFRAX
Registration Number:	2845214	FYREWRAP
Registration Number:	2087712	FYREWRAP
Registration Number:	6397998	FYREWRAP E-MAT
Registration Number:	2390773	INSULFRAX
Registration Number:	1850329	INSULFRAX
Registration Number:	2498685	ISOFRAX
Registration Number:	2813981	ISOMAT
Registration Number:	3606423	ISOMAX
Registration Number:	1936464	LDS MOLDABLE
Registration Number:	5036830	METEO
Registration Number:	1887162	MOIST PAK-D
Registration Number:	4305557	PC-MAX
Registration Number:	1581511	POWER-LOC
Registration Number:	5370509	PUREFRAX
Registration Number:	2192213	Q-FRAX
Registration Number:	1510964	SCREW LOC
Registration Number:	3580996	SILPLATE
Registration Number:	5788641	THERMFRAX
Registration Number:	1523478	THREAD LOC
Registration Number:	2346454	UNIFRAX
Registration Number:	2346455	UNIFRAX
Registration Number:	5288797	VC-MAX
Registration Number:	2216299	WELD-LOC
Registration Number:	1889283	XFP
Registration Number:	2810559	XPE
Registration Number:	4199314	THERMBLOCK
Registration Number:	5267658	THERMBOLT

Property Type	Number	Word Mark
Registration Number:	1607481	THERMBOND
Registration Number:	1607466	THERMBRAKE
Registration Number:	3196123	C-CAST
Registration Number:	3135915	GEMCOLITE
Registration Number:	3141855	GEMCOWOOL
Registration Number:	3144981	T-CAST

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 312-862-4396

Email: noreen.gosselin@kirkland.com

Correspondent Name: Noreen Gosselin
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 300 North LaSalle

Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	36774-300
NAME OF SUBMITTER:	Noreen Gosselin
SIGNATURE:	/Noreen Gosselin/
DATE SIGNED:	10/15/2021

Total Attachments: 9

source=Project Jackpot - IPSA - Trademark Security Agreement [Executed]#page1.tif source=Project Jackpot - IPSA - Trademark Security Agreement [Executed]#page2.tif source=Project Jackpot - IPSA - Trademark Security Agreement [Executed]#page3.tif source=Project Jackpot - IPSA - Trademark Security Agreement [Executed]#page4.tif source=Project Jackpot - IPSA - Trademark Security Agreement [Executed]#page5.tif source=Project Jackpot - IPSA - Trademark Security Agreement [Executed]#page6.tif source=Project Jackpot - IPSA - Trademark Security Agreement [Executed]#page7.tif source=Project Jackpot - IPSA - Trademark Security Agreement [Executed]#page8.tif source=Project Jackpot - IPSA - Trademark Security Agreement [Executed]#page8.tif

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 Wilmington Trust, National Association ("Wilmington"), in its capacity as notes collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Indenture, dated as of October 1, 2021 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Indenture"), by and among ASP Unifrax Holdings, Inc., a Delaware corporation (the "Issuer"), Wilmington, as trustee and the Collateral Agent, and the other parties thereto.

WITNESSETH:

WHEREAS, the Pledgors are party to a Notes Security Agreement of even date with the Indenture (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 Indenture, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. 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 Indenture.

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 <u>Schedule 1</u> 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. <u>Recordation</u>. 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. Any signature to this Trademark Security 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 transmission method 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. 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. <u>Governing Law</u>. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Sections 14.7 and 14.8 of the Indenture are incorporated herein *mutatis mutandis*.

SECTION 7. Concerning the Collateral Agent. Wilmington Trust, National Association is entering this Trademark Security Agreement not in its individual capacity, but solely in its capacity as the Collateral Agent under the Security Agreement and the Indenture. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, indemnities and immunities granted to the Collateral Agent in the Security Agreement and the Indenture, as if such rights, privileges, indemnities and immunities were set forth herein.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Pledgor has caused this 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

PLEDGORS:

UNIFRAX I LLC

By:

Name: John Pandolph -

Title: President

STELLAR MATERIALS, LLC.

By:_James Oldrawski ———

Title: President

REFRACTORY SPECIALTIES, **INCORPORATED**

By: Scott Horrigan
Name: Scott Horrigan
Title: Secretary

PLEDGORS:

REX MATERIALS, LLC,

a Delaware limited liability company

By: ______James Oldhawski

Name: James Olchawski Title: Chief Executive Officer

RMG TECHNOLOGIES, LLC,

a Delaware limited liability company

By: _____James Oldrawski

Name: James Olchawski

Title: Chief Executive Officer

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

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,

as Collateral Agent

By:

Name: Jane Y. Schweiger
Title: Vice President

[Signature Page to Trademark Security Agreement]

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.
dELyte		
DUOTEX	5666253	Lydall, Inc.
FIBERLOX	4395018	Southern Felt Company, Inc.
FLEXSHIELD	3540977	Lydall, Inc.
FLUX	4535669	Lydall, Inc.
INTERFACE SEALING	3360283	Lydall Performance Materials (US),
SOLUTIONS		Inc.
INTERFACE SEALING SOLUTIONS Interface	3360284	Lydall Performance Materials (US), Inc.
Sealing Solutions		
INTERFACE SOLUTIONS	3781223	Lydall Performance Materials (US), Inc.
INTERFACE SOLUTIONS	3781211	Lydall Performance Materials (US),
Inter		Inc.
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.

T 1 1	Registration	0
Trademark	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),
CVD VERVECE A V	1.422002	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,	3134279	Rex Materials, LLC
THERE'S RMG		
PYROLITE	2356621	RMG Technologies, LLC
RAPIDFIRE	5727433	RMG Technologies, LLC
AL-MOLDABLE	1792636	Unifrax I LLC
ANCHOR-LOC	3837239	Unifrax I LLC
ANCHOR-LOC	1511767	Unifrax I LLC
ANCHOR-LOC ELECTRIC	2409361	Unifrax I LLC
CC-MAX	2406644	Unifrax I LLC
COMBI-FILM	5225819	Unifrax I LLC
DURABACK	1887161	Unifrax I LLC
DURABLANKET	1060763	Unifrax I LLC
DURABOARD	1887163	Unifrax I LLC
ELITE	3740858	Unifrax I LLC
EXCELFRAX	1941437	Unifrax I LLC
FIBERFRAX	0702089	Unifrax I LLC
FIBERFRAX	0567698	Unifrax I LLC
FIBERFRAX	0574223	Unifrax I LLC
FIBERMASS	2055727	Unifrax I LLC
FIBERMAT	1888487	Unifrax I LLC
FIBERMAX	1259418	Unifrax I LLC
FOAMFRAX	2599391	Unifrax I LLC
FYREWRAP	2845214	Unifrax I LLC
FYREWRAP	2087712	Unifrax I LLC
FYREWRAP E-MAT	6397998	Unifrax I LLC
INSULFRAX	2390773	Unifrax I LLC
INSULFRAX	1850329	Unifrax I LLC
ISOFRAX	2498685	Unifrax I LLC
ISOMAT	2813981	Unifrax I LLC

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Trademark	Registration Number	Owner
ISOMAX	3606423	Unifrax I LLC
LDS MOLDABLE	1936464	Unifrax I LLC
METEO	5036830	Unifrax I LLC
MOIST PAK-D	1887162	Unifrax I LLC
PC-MAX	4305557	Unifrax I LLC
POWER-LOC	1581511	Unifrax I LLC
PUREFRAX	5370509	Unifrax I LLC
Q-FRAX	2192213	Unifrax I LLC
SCREW LOC	1510964	Unifrax I LLC
SILPLATE	3580996	Unifrax I LLC
THERMFRAX	5788641	Unifrax I LLC
THREAD LOC	1523478	Unifrax I LLC
UNIFRAX	2346454	Unifrax I LLC
IINIFRAX		
UNIFRAX	2346455	Unifrax I LLC
VC-MAX	5288797	Unifrax I LLC
WELD-LOC	2216299	Unifrax I LLC
XFP	1889283	Unifrax I LLC
XPE	2810559	Unifrax I LLC
THERMBLOCK	4199314	Stellar Materials, LLC
THERMBOLT	5267658	Stellar Materials, LLC
THERMBOND	1607481	Stellar Materials, LLC
THERMBRAKE	1607466	Stellar Materials, LLC
C-CAST	3196123	Refractory Specialties, Incorporated
GEMCOLITE	3135915	Refractory Specialties, Incorporated
GEMCOWOOL	3141855	Refractory Specialties, Incorporated
T-CAST	3144981	Refractory Specialties, Incorporated

United States Trademark Applications:

None.

RECORDED: 10/15/2021