

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681392

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AOC, LLC		10/15/2021	Limited Liability Company: DELAWARE
THE ALPHA CORPORATION OF TENNESSEE		10/15/2021	Corporation: TENNESSEE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	Gateway Village-900 Building, 900 W Trade St
Internal Address:	NC1-026-06-09 (MacLegal)
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1553386	ATRYL
Registration Number:	1618223	VIBRIN
Registration Number:	1572710	HYDROPEL
Registration Number:	1742046	VIBRIN
Registration Number:	2234962	VICAST
Registration Number:	2441299	FIREPEL
Registration Number:	2625477	ALTEK
Registration Number:	2571815	PULTRU
Registration Number:	2461679	VIPEL
Registration Number:	3799448	ECOTEK
Registration Number:	2670289	RESIN.NOW
Registration Number:	2824930	AOCPORT
Registration Number:	3291864	HYDROPEL
Registration Number:	3158190	VICAST
Registration Number:	3946086	MOLDTRU
Registration Number:	5546596	YOUR FORMULA FOR SUCCESS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5369434	CHROMA-TEK
Serial Number:	90520252	ECOTEK SUSTAINABLE RESINS

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: 2023704750
 Email: ipteam@cogencyglobal.com
 Correspondent Name: Joanna McCall
 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:	1499722
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	10/15/2021

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 15, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of BANK OF AMERICA, N.A., as administrative agent and collateral agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, LSF11 A5 MIDCO LLC, a Delaware limited liability company (including its permitted successors, “Holdings”) and LSF11 A5 HOLDCO LLC, a Delaware limited liability company (including its permitted successors, the “Borrower”), the several banks and other financial institutions or entities from time to time party thereto as lenders and as issuing banks and the Administrative Agent, have entered into a Credit Agreement, dated as of October 13, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of October 15, 2021, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Trademarks and Patents in order to record the security interests granted therein with the United States Patent and Trademark Office (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby pledges and grants to the Administrative 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 “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (as defined in the Guarantee and Collateral Agreement):

- (a) (i) all United States and state trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 1 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing

and acceptance, such intent-to-use applications shall be included in the definition of Trademarks), (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above, (iii) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, and (iv) all Proceeds in respect of the foregoing (collectively, the “Trademarks”); and

(b) (i) all United States patents, patent applications and patentable inventions, including each issued patent, industrial design, patent application and industrial design application identified in Schedule 2 (as such schedule may be amended from time to time), all certificates of invention or similar property rights, and all registrations thereof, (ii) all inventions and improvements described and claimed therein, (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof and all improvements thereon, (iv) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, and (v) all Proceeds in respect of the foregoing (collectively, the “Patents”).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. This IP Security Agreement may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same agreement. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Administrative Agent of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent shall be entitled to rely on any such Electronic Signature without further verification and (b) upon the request of the Administrative Agent any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, “Electronic Record” and “Electronic Signature” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT 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 IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the 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, and are in addition to those set forth in the 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 IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 7 Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, in each case, with respect to the Collateral and Liens securing any Obligations are subject to the provisions of any applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of any applicable Intercreditor Agreement and this Agreement with respect to the Collateral and Liens securing any Obligations the provisions of the applicable Intercreditor Agreement shall prevail.

SECTION 8 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

AOC, LLC

By: Joseph Salley
Name: Joseph Salley
Title: Chief Executive Officer

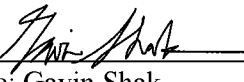
**THE ALPHA CORPORATION OF
TENNESSEE**

By: Joseph Salley
Name: Joseph Salley
Title: Chief Executive Officer

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 007453 FRAME: 0650

BANK OF AMERICA, N.A.,
as Administrative Agent

By:  _____
Name: Gavin Shak
Title: Assistant Vice President

TRADEMARKS

No.	Trademark	Serial No.	Registration No.	Filing Date	Registration Date	Owner
1.	ATRYL	73732913	1553386	6/6/1988	8/29/1989	AOC, LLC
2.	VIBRIN	73775490	1618223	1/19/1989	10/23/1990	AOC, LLC
3.	HYDROPEL	73793633	1572710	4/17/1989	12/26/1989	AOC, LLC
4.	VIBRIN	74103301	1742046	10/5/1990	12/22/1992	AOC, LLC
5.	VICAST	75237509	2234962	2/6/1997	3/23/1999	AOC, LLC
6.	FIREPEL	75479517	2441299	5/5/1998	4/3/2001	AOC, LLC ¹
7.	ALTEK	75639161	2625477	2/5/1999	9/24/2002	AOC, LLC
8.	PULTRU	75649565	2571815	3/1/1999	5/21/2002	AOC, LLC
9.	VIPEL	76061660	2461679	6/2/2000	6/19/2001	AOC, LLC
10.	ECOTEK	77860210	3799448	10/29/2009	6/8/2010	AOC, LLC
11.	RESIN.NOW	78031665	2670289	10/20/2000	12/31/2002	AOC, LLC
12.	AOCPORT	78124932	2824930	4/29/2002	3/23/2004	AOC, LLC
13.	HYDROPEL	78727303	3291864	10/5/2005	9/11/2007	AOC, LLC
14.	VICAST	78755301	3158190	11/16/2005	10/17/2006	AOC, LLC
15.	MOLDTRU	85008088	3946086	4/7/2010	4/12/2011	AOC, LLC
16.	YOUR FORMULA FOR SUCCESS	87239051	5546596	11/16/2016	8/21/2018	AOC, LLC
17.	CHROMA-TEK	87473698	5369434	6/2/2017	1/2/2018	AOC, LLC
18.	ECOTEK SUSTAINABLE RESINS	90520252	NONE	2/9/2021	NONE	AOC, LLC

¹ Current record owner at the United States Patent and Trademark Office ("USPTO") is listed as AOC, L.L.C. A filing will be submitted at the USPTO reflecting the change of name of AOC, L.L.C. to AOC, LLC.

Schedule 2

PATENTS

No.	Title	Application No.	Patent No.	Filing Date	Issued Date	Owner
1.	Molding compositions having improved properties	10/268402	6759466	10/09/2002	07/06/2004	AOC, LLC
2.	Pigmented, weatherable molding compositions	09/778052	6767950	02/06/2001	07/27/2004	AOC, LLC
3.	Styrene-free unsaturated polyester resin compositions for coating applications	10/789245	7326752	02/27/2004	02/05/2008	AOC, LLC
4.	Styrene-free unsaturated polyester resin compositions	10/440610	7396882	05/19/2003	07/08/2008	AOC, LLC
5.	Unsaturated polyester resin compositions with improved weatherability	11/494658	8188166	07/27/2006	05/29/2012	AOC, LLC
6.	Emulsions of dicyclopentadiene containing polyesters	06/419773	4447577	09/20/1982	05/08/1984	Alpha Corporation of Tennessee
7.	Emulsions of dicyclopentadiene containing polyesters	06/582811	4551489	02/23/1984	11/05/1985	Alpha Corporation of Tennessee
8.	Thermosetting resin compositions, electrical laminates obtained therefrom and process of producing these	08/985185	6187442	12/04/1997	02/13/2001	Alpha Corporation of Tennessee