

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687003

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phosphorous Derivatives Inc.		11/09/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Administrative 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: 1			
Property Type	Number	Word Mark	
Registration Number:	3469598		
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:	042742-0223		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	11/09/2021		
Total Attachments: 6			
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OP \$40.00 3469598

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 9, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Morgan Stanley Senior Funding, Inc., as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, SK Invictus Intermediate II S.à r.l., a private limited liability company (société à responsabilité limitée) incorporated under the laws of Luxembourg, with a registered office at 6 rue Eugène Ruppert, L-2453, Luxembourg and registered with the Luxembourg Register of Commerce and Companies under number B 221542, SK Invictus Intermediate S.à r.l., a Luxembourg private limited liability company (société à responsabilité limitée), incorporated under the laws of Luxembourg, with a registered office at 6 rue Eugène Ruppert, L-2453, Luxembourg and registered with the Luxembourg Register of Commerce and Companies under number B 221545, SK Invictus Group S.à r.l., a private limited liability company (société à responsabilité limitée) incorporated under the laws of Luxembourg, with a registered office at 6 rue Eugène Ruppert, L-2453, Luxembourg and registered with the Luxembourg Register of Commerce and Companies under number B 221543, the Grantors from time to time party thereto, certain other Foreign Pledgors from time to time party thereto and the Administrative Agent are party to a Security Agreement, dated as of November 9, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Grantors granted a security interest to the Administrative Agent, for the benefit of the Secured Parties, in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative 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.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or which such Grantor at any time in the future may own or acquire (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter owned, 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 USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks

and service marks used by a Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill connected with the use of and symbolized thereby, including any of the foregoing listed in Schedule A;

(ii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark, now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for past, present and future infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto and acceptance thereof by the USPTO, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of or void any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

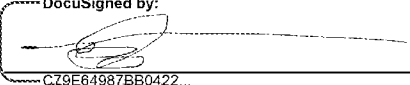
SECTION 5. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. Additionally, this Agreement and any document or instrument delivered in connection herewith may be executed by electronic signature, and the Administrative Agent shall be entitled to exclusively rely on such electronic signature.

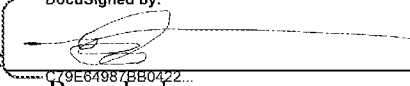
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PERIMETER SOLUTIONS LP

DocuSigned by:

By _____
C:79E64987BB0422...
Name: Barry Lederman
Title: Chief Financial Officer

PHOSPHORUS DERIVATIVES INC.

DocuSigned by:

By _____
C:79E64987BB0422...
Name: Barry Lederman
Title: Chief Financial Officer

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent



By: _____

Name: Wissam Kairouz
Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Grantor
QUALITY PRODUCTS. EXCEPTIONAL RESPONSE.	87/875,981	4/13/2018	5,795,550	7/2/2019	Perimeter Solutions LP
TRIANGLE LOGO	87/875,989	4/13/2018	5,795,551	7/2/2019	Perimeter Solutions LP
FIRE-TROL	73/745,783	8/12/1988	1,574,104	1/2/1990	Perimeter Solutions LP
FIREFOAM	73/633,706	12/4/1986	1,440,922	5/26/1987	Perimeter Solutions LP
FIREFOAM	74/363,370	2/25/1993	1,836,492	5/17/1994	Perimeter Solutions LP
AQUAGEL	78/628,703	5/12/2005	3,248,377	5/29/2007	Perimeter Solutions LP
Yellow rectangle with green leaf design	78/869,983	4/26/2006	3,469,598	7/15/2008	Phosphorous Derivatives Inc.
PHOS-CHEK INSUL-8	85/308,677	4/29/2011	4,169,086	7/3/2012	Perimeter Solutions LP
PHOS-BIN	85/090,653	7/22/2010	3,953,972	5/3/2011	Perimeter Solutions LP
PHOS-CHEK	72/252,876	8/22/1966	837738	10/31/1967	Perimeter Solutions LP
PERIMETER SOLUTIONS	87/875,969	4/13/2018	5,795,549	7/2/2019	Perimeter Solutions LP
LADERA TECH	88/300,670	2/13/2019	5,957,509	1/7/2020	Perimeter Solutions LP
VISMOTECH	88/300,668	2/13/2019	6,164,944	9/29/2020	Perimeter Solutions LP
FORTIFY	88/300,666	2/13/2019	5,963,158	1/14/2020	Perimeter Solutions LP