

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704875

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CORNERSTONE CHEMICAL COMPANY		01/26/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as ABL Collateral Agent		
Street Address:	3455 Peachtree Road NE, 12th Floor		
Internal Address:	Mailcode GA7-024-12-05		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4116126	CORNERSTONE CHEMICAL COMPANY	
Registration Number:	4195653	CORNERSTONE CHEMICAL COMPANY	
Registration Number:	4436385	CORNERSTONE	
CORRESPONDENCE DATA			
Fax Number:	4044435599		
<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>			
Phone:	404-443-5647		
Email:	cfraser@mcguirewoods.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1230 Peachtree Street, Suite 2100		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	Cornerstone - 2068279.826		
NAME OF SUBMITTER:	Carol Fraser		
SIGNATURE:	//Carol Fraser//		
DATE SIGNED:	01/26/2022		
Total Attachments: 5			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”), dated as of January 26, 2022, is entered into by and among the Person listed on the signature pages hereof (the “Grantor”), and BANK OF AMERICA, N.A., as ABL Collateral Agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “ABL Collateral Agent”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the ABL PLEDGE AND SECURITY AGREEMENT, dated as of January 26, 2022 (the “ABL Pledge and Security Agreement”), by and among CORNERSTONE CHEMICAL COMPANY, a Delaware corporation (the “Borrower”), CORNERSTONE HOLDINGS, INC., a Delaware corporation (“Holdings”), and each of the subsidiaries of the Borrower listed on Annex A thereto, and the ABL Collateral Agent.

B. The rules of construction and other interpretive provisions specified in the Credit Agreement shall apply to this IP Security Agreement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(b) of the ABL Pledge and Security Agreement, the Grantor has agreed to execute or otherwise authenticate this IP Security Agreement for recording the Security Interest granted under the ABL Pledge and Security Agreement to the ABL Collateral Agent in the Grantor’s United States Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the ABL Collateral Agent and the Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the ABL Collateral Agent for the benefit of the Secured Parties a Security Interest and continuing lien in all of the Grantor’s right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto (collectively, the “Collateral”).

SECTION 2. Security for Obligations. The grant of a Security Interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the ABL Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the ABL Pledge and Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the Security Interest hereunder to, and the rights and remedies of, the ABL Collateral Agent with respect to the Collateral are more fully set forth in the ABL Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the ABL Pledge and Security Agreement, the terms of the ABL Pledge and Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e., a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

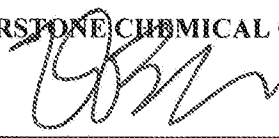
SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the ABL Pledge and Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 10.01 of the Credit Agreement.

SECTION 9. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and Security Interests granted to the ABL Collateral Agent in any Collateral pursuant to this IP Security Agreement and the ABL Pledge and Security Agreement, and the exercise of any right or remedy by the ABL Collateral Agent with respect to any Collateral hereunder or thereunder, in each case are subject to the provisions of the ABL Intercreditor Agreement, as amended, restated, supplemented or otherwise modified from time to time. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this IP Security Agreement, the terms of the ABL Intercreditor Agreement shall govern and control.

IN WITNESS WHEREOF, the Grantor and the ABL Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

CORNERSTONE CHEMICAL COMPANY

By:  _____

Name: Tom Blaser
Title: Vice President, Chief Financial
Officer, Treasurer and Secretary

BANK OF AMERICA, N.A., as ABL
Collateral Agent

By: *James Foley*
Name: James Foley
Title: Senior Vice President

Signature Page to Intellectual Property Security Agreement (Cornerstone)