

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711273

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Polynt Composites USA, Inc.		02/25/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BNY Mellon Corporate Trustee Services Limited, as Security Agent		
Street Address:	One Canada Square		
City:	London		
State/Country:	ENGLAND		
Postal Code:	E14 5AL		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Registration Number:	1950642	ACRYLAMAC	
Registration Number:	2369143	ALCURE	
Registration Number:	1950840	AQUAMAC	
Registration Number:	2106833	AQUAWASH	
Registration Number:	3056136	ARCHEMIS	
Registration Number:	2713898	ARMORCAST	
Registration Number:	2635040	ARMORCLEAR	
Registration Number:	1558693	ARMORCOTE	
Registration Number:	2330706	ARMORFLEX	
Registration Number:	2870823	ARMORGUARD	
Registration Number:	3347166	ARMORHP	
Registration Number:	3347168	ARMORPRO	
Registration Number:	2302648	ARMORSTAR	
Registration Number:	2635042	BATHCOTE	
Registration Number:	1726600	BUFFBACK	
Registration Number:	1950643	CARBAMAC	
Registration Number:	2015101	CCP	
Registration Number:	2015100	CCP	
Registration Number:	1952672	CHEMACOIL	

CH \$1090.00 1950642

Property Type	Number	Word Mark
Registration Number:	1950644	DURAMAC
Registration Number:	4223411	ENVIROGUARD
Registration Number:	3714628	EPOVIA
Registration Number:	5291876	FUSION
Registration Number:	2474221	HYDREAU
Registration Number:	3366478	IMEDGE
Registration Number:	4919187	IMPULSE
Registration Number:	3978025	LUMICURE
Registration Number:	1950646	MACOPOL
Registration Number:	2959903	MARBLEWASH
Registration Number:	0852975	NUPOL
Registration Number:	3267282	NUTACK
Registration Number:	4537745	OPTIMOLD
Registration Number:	3377041	OPTIPLUS
Registration Number:	1717012	PATCHAID
Registration Number:	1327809	POLYCOR
Registration Number:	1950647	POLYMAC
Registration Number:	3729321	QUICKMIX
Registration Number:	1950648	REZIMAC
Registration Number:	4405855	SHIMMER
Registration Number:	0546201	STYPOL
Registration Number:	1410067	THERMACLEAN
Registration Number:	2001394	WIPE BRIGHT
Registration Number:	1509734	XYCON

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	030385-0528
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	03/01/2022

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 25, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Polynt Composites USA, Inc., a Delaware corporation, and Reichhold LLC 2, a Delaware limited liability company (collectively, the “**Grantors**,” and each, a “**Grantor**”) in favor of BNY Mellon Corporate Trustee Services Limited, in its capacity as security agent pursuant to the Intercreditor Agreement (in such capacity and together with any successors in such capacities, the “**Security Agent**”).

WHEREAS, each Grantor is party to that certain Security Agreement dated as of November 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the other grantors party thereto, and the Security Agent pursuant to which the Grantors granted a security interest to the Security Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Security 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 (including by reference) in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor, hereby grants and pledges to the Security Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest in and to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto, all extensions or renewals thereof, and all goodwill connected with the use thereof and symbolized thereby,
- (ii) all income, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements, dilutions or violations thereof, and all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) all rights corresponding thereto throughout the world, and to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 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 hereof attach to any “intent-to-use” trademark or

service mark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, under 15 U.S.C. § 1051(d) or 15 U.S.C. § 1051(c), respectively, 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, such "intent-to-use" trademark or service mark application, or any registration that may issue therefrom, under applicable federal law.

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 Security Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. 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. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released as provided in the Security Agreement. Upon the termination of this Trademark Security Agreement, the Security Agent shall execute all documents that each Grantor shall reasonably request, and perform such other actions reasonably requested by such Grantor, and at such Grantor's sole cost and expense, in each case, to evidence the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

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

POLYNT COMPOSITES USA, INC., as a
Grantor

By: 
Name: David Betti
Title: Chief Financial Officer

REICHHOLD LLC 2, as a Grantor

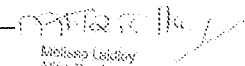
By: 
Name: David Betti
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007646 FRAME: 0068

ACCEPTED AND ACKNOWLEDGED BY:

**BNY MELLON CORPORATE TRUSTEE
SERVICES LIMITED,**
as Security Agent

By:  **Melissa**
Name: Melissa Laidley
Title: Vice President **Laidley**

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007646 FRAME: 0069

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
Polynt Composites USA Inc.	ACRYLAMAC	1950642	1/23/1996
Polynt Composites USA Inc.	ALCURE	2369143	7/18/2000
Polynt Composites USA Inc.	AQUAMAC	1950840	1/23/1996
Polynt Composites USA Inc.	AQUAWASH	2106833	10/21/1997
Polynt Composites USA Inc.	ARCHEMIS	3056136	1/31/2006
Polynt Composites USA Inc.	ARMORCAST	2713898	5/6/2003
Polynt Composites USA Inc.	ARMORCLEAR	2635040	10/15/2002
Polynt Composites USA Inc.	ARMORCOTE	1558693	10/3/1989
Polynt Composites USA Inc.	ARMORFLEX	2330706	3/21/2000
Polynt Composites USA Inc.	ARMORGUARD	2870823	8/10/2004
Polynt Composites USA Inc.	ARMORHP	3347166	12/4/2007
Polynt Composites USA Inc.	ARMORPRO	3347168	12/4/2007

Polynt Composites USA Inc.	ARMORSTAR	2302648	12/21/1999
REICHHOLD LLC 2	AROLON	691544	1/19/1960
REICHHOLD LLC 2	AROPLAZ	966320	8/21/1973
REICHHOLD LLC 2	AROPLAZ AQ	4013149	8/16/2011
REICHHOLD LLC 2	AROTUF	4952842	5/3/2016
REICHHOLD LLC 2	ATPRIME	1174670	10/27/1981
Polynt Composites USA Inc.	BATHCOTE	2635042	10/15/2002
REICHHOLD LLC 2	BECKOSOL	1131548	3/11/1980
REICHHOLD LLC 2	BECKOSOL	1132015	4/1/1980
REICHHOLD LLC 2	BECKOSOL AQ	3522059	10/21/2008
REICHHOLD LLC 2	BIVIRTEX	2198997	10/20/1998
Polynt Composites USA Inc.	BUFFBACK	1726600	10/20/1992
Polynt Composites USA Inc.	CARBAMAC	1950643	1/23/1996
Polynt Composites USA Inc.	CCP	2015101	11/12/1996
Polynt Composites USA Inc.	CCP & DESIGN	2015100	11/12/1996
Polynt Composites USA Inc.	CHEMACOIL	1952672	1/30/1996
REICHHOLD LLC 2	DION	635391	10/9/1956
Polynt Composites USA Inc.	DURAMAC	1950644	1/23/1996
Polynt Composites USA Inc.	ENVIROGUARD	4223411	10/9/2012
REICHHOLD LLC 2	ENVIROLITE	3887952	12/7/2010

REICHHOLD LLC 2	EPOTUF	655966	12/24/1957
REICHHOLD LLC 2	EPOTUF	1152053	4/28/1981
Polynt Composites USA Inc.	EPOVIA	3714628	11/24/2009
REICHHOLD LLC 2	FINE-CLAD	1783167	7/20/1993
REICHHOLD LLC 2	FINE-TONE	2046598	3/18/1997
Polynt Composites USA Inc.	FUSION	5291876	9/19/2017
Polynt Composites USA Inc.	HYDREAU	2474221	7/31/2001
REICHHOLD LLC 2	HYDREX	1477248	2/23/1988
Polynt Composites USA Inc.	IMEDGE	3366478	1/8/2008
Polynt Composites USA Inc.	IMPULSE	4919187	3/15/2016
REICHHOLD LLC 2	KELSOL	812008	8/2/1966
Polynt Composites USA Inc.	LUMICURE	3978025	6/14/2011
Polynt Composites USA Inc.	MACOPOL	1950646	1/23/1996
Polynt Composites USA Inc.	MARBLEWASH	2959903	6/7/2005
REICHHOLD LLC 2	NORPOL	2949941	5/10/2005
Polynt Composites USA Inc.	NUPOL	852975	7/23/1968
Polynt Composites USA Inc.	NUTACK	3267282	7/24/2007
Polynt Composites USA Inc.	OPTIMOLD	4537745	5/27/2014

Polynt Composites USA Inc.	OPTIPLUS	3377041	2/5/2008
Polynt Composites USA Inc.	PATCHAID	1717012	9/15/1992
Polynt Composites USA Inc.	POLYCOR	1327809	4/2/1985
REICHHOLD LLC 2	POLYLITE	1186263	1/19/1982
REICHHOLD LLC 2	POLYLITE	581098	10/13/1953
Polynt Composites USA Inc.	POLYMAC	1950647	1/23/1996
Polynt Composites USA Inc.	QUICKMIX	3729321	12/22/2009
REICHHOLD LLC 2	REICHHOLD	2156380	5/12/1998
REICHHOLD LLC 2	REICHHOLD	971113	10/23/1973
REICHHOLD LLC 2	REICHHOLD	997201	11/5/1974
REICHHOLD LLC 2	REICHHOLD	1029070	1/6/1976
REICHHOLD LLC 2	RESAFEN	3263136	7/10/2007
Polynt Composites USA Inc.	REZIMAC	1950648	1/23/1996
Polynt Composites USA Inc.	SHIMMER	4405855	9/24/2013
Polynt Composites USA Inc.	STYPOL	546201	8/7/1951
REICHHOLD LLC 2	SYNTHEMUL	655965	12/24/1957
Polynt Composites USA Inc.	THERMACLEAN	1410067	9/23/1986
REICHHOLD LLC 2	UROTUF	3279304	8/14/2007
Polynt Composites USA Inc.	WIPE BRIGHT	2001394	9/17/1996

Polynt Composites USA Inc.	XYCON	1509734	10/25/1988
REICHHOLD LLC 2	AMBERLAC	502992	10/19/1948
REICHHOLD LLC 2	AROFLINT	565537	10/21/1952