

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM711304

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MAGRIS TALC USA, INC.		02/17/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE BANK OF NOVA SCOTIA		
<b>Street Address:</b>	40 King Street West, 62nd Floor		
<b>Internal Address:</b>	Global loan Syndication - Agency Services		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5W 2X6		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75701285	HELIOCOTE	
<b>Serial Number:</b>	78217917	AQUATAL	
<b>Serial Number:</b>	74400104	ARTIC MIST	
<b>Serial Number:</b>	74182586	CIMPACT	
<b>Serial Number:</b>	78378490	JETFINE	
<b>Serial Number:</b>	86077138	JETWHITE	
<b>Serial Number:</b>	71584928	MISTRON	
<b>Serial Number:</b>	73618172	NICRON	
<b>Serial Number:</b>	74400105	SELECT-A-SORB	
<b>Serial Number:</b>	74427928	SIERRALITE	
<b>Serial Number:</b>	75397965	SILVERLINE	
<b>Serial Number:</b>	76158658	STEASILK	
<b>Serial Number:</b>	74427663	STEAWHITE	
<b>Serial Number:</b>	73840136	STELLAR	
<b>Serial Number:</b>	74401330	SUPRA	
<b>Serial Number:</b>	74401276	SUPREME	
<b>Serial Number:</b>	78276230	TALCOLIVA	
<b>Serial Number:</b>	72099381	VERTAL	

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**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:** 3127018637**Email:** IPDocket@mayerbrown.com**Correspondent Name:** William R. Siegel, Mayer Brown LLP**Address Line 1:** P.O. BOX 2828**Address Line 4:** CHICAGO, ILLINOIS 60690-2828**ATTORNEY DOCKET NUMBER:** 20660519**NAME OF SUBMITTER:** William R. Siegel**SIGNATURE:** /william r siegel/**DATE SIGNED:** 03/01/2022**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Trademark Security Agreement**"), dated as of February 17, 2021, is made by MAGRIS TALC USA, INC., a Delaware corporation (the "**Debtor**"), in favor of THE BANK OF NOVA SCOTIA (the "**Administrative Agent**"), as administrative agent for the Secured Parties (as defined in the Security Agreement defined below).

**WHEREAS**, reference is made to that certain Credit Agreement dated as of February 17, 2021 by and among MAGRIS TALC HOLDINGS, a Canadian corporation and the indirect parent of the Debtor (the "**Borrower**"), the financial institutions which are parties thereto (the "**Lenders**"), and the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**) pursuant to which, the Lenders have extended and may extend certain loans and other financial accommodations to the Borrower;

**WHEREAS**, reference is made to that certain New-York-law-governed General Security Agreement dated as of February 17, 2021 by the Debtor in favor of the Administrative Agent for itself and the benefit of the Secured Parties (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), pursuant to which in order to secure the payment and performance of the Borrower's obligations under the Credit Agreement, the Debtor has granted to the Administrative Agent a security interest in, among other property, the intellectual property of the Debtor; and

**WHEREAS**, the Debtor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office (the "**USPTO**").

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

1. **Defined Terms.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **Grant of Security.** The Debtor hereby pledges and grants to the Administrative Agent a security interest in and to all of the right, title and interest of the Debtor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Trademark Collateral**"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, Domain Names and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Schedule 1 hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing (including those referred to in Schedule 1 hereto), including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "**Trademark**");

(b) all Trademark licenses for the grant by the Debtor of any right to use any Trademark, including each Trademark license referred to in Schedule 1 hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in clause (a), and to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use 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 USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. The Debtor hereby authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Administrative Agent.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Security Agreement and the other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Trademark 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 Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

8. Disputes. All claims, disputes and controversies, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Security Agreement.

*[Signature page follows]*

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

MAGRIS TALC USA, INC.

By: 

Name: Matthew Fenton

Title: Chief Executive Officer

**SCHEDULE 1**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**Paper & Board - (34) Division Trademark:**

<u>Mark</u>	<u>Country / Region</u>	<u>Status</u>	<u>Expiration Date</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>App. Date</u>	<u>Reg. Date</u>
HELIOCOTE	US - (United States)	Registered - (G)	4/4/2020	75/701,285	2,338,452	5/10/1999	4/4/2000

**Plastics, Rubber, Paints & ACS (FPAE/TM) - (53) Division Trademarks:**

<u>Mark</u>	<u>Country / Region</u>	<u>Status</u>	<u>Expiration Date</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>App. Date</u>	<u>Reg. Date</u>
AQUATAL	US - (United States)	Registered - (G)	12/16/2024	78/217917	2911717	2/23/2003	12/14/2004
ARTIC MIST	US - (United States)	Registered - (G)	4/12/2024	74/400,104	1,830,067	6/9/1993	4/12/1994
CIMPACT	US - (United States)	Registered - (G)	4/20/2023	74/182,586	1,766,484	7/5/1991	4/20/1993
JETFINE	US - (United States)	Registered - (G)	8/14/2027	78/378,490	3,280,418	3/4/2004	8/14/2007
JETWHITE	US - (United States)	Registered - (G)	12/1/2025	86/077,138	4863670	9/27/2013	12/1/2015
MISTROBLOCK	US - (United States)	Registered - (G)	09/30/2024	79/136,950	4,611,784	08/28/2013	09/30/2014
MISTRON	US - (United States)	Registered - (G)	11/28/2020	71/584,928	534,073	9/16/1949	11/28/1950
NICRON	US - (United States)	Registered - (G)	10/4/2028	73/618,172	1,506,727	9/5/1986	10/4/1988
SELECT-A-SORB	US - (United States)	Registered - (G)	4/12/2024	74/400,105	1,830,068	6/9/1993	4/12/1994
SIERRALITE	US - (United States)	Registered - (G)	6/21/2024	74/427,928	1,840,205	8/23/1993	6/21/1994
SILVERLINE	US - (United States)	Registered - (G)	12/29/2028	75/397,965	2,214,629	12/1/1997	12/29/1998

*Schedule 1 - Trademark Security Agreement*

<u>Mark</u>	<u>Country / Region</u>	<u>Status</u>	<u>Expiration Date</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>App. Date</u>	<u>Reg. Date</u>
STEASILK	US - (United States)	Registered-(G)	11/18/2023	76/158,658	2,784,636	11/2/2000	11/18/2003
STEAWHITE	US - (United States)	Registered-(G)	7/5/2024	74/427,663	1,842,584	8/23/1993	7/5/1994
STELLAR	US - (United States)	Registered-(G)	1/8/2021	73/840,136	1,630,531	11/15/1989	1/8/1991
SUPRA	US - (United States)	Registered-(G)	3/1/2024	74/401,330	1,824,020	7/14/1993	3/1/1994
SUPREME	US - (United States)	Registered-(G)	7/12/2024	74/401,276	1,844,000	6/14/1993	7/12/1994
TALCOLIVA	US - (United States)	Registered-(G)	12/28/2024	78/276,230	2,915,290	7/18/2003	12/28/2004
VERTAL	US - (United States)	Registered-(G)	3/21/2021	72/099,381	712,671	6/20/1960	3/21/1961

*Schedule 1 - Trademark Security Agreement*

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**RECORDED: 03/01/2022**

**TRADEMARK  
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