

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730599

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Custom Resins, Inc.		05/25/2022	Corporation: KENTUCKY
Polymeric Resources Corp.		05/25/2022	Corporation: NEW JERSEY

RECEIVING PARTY DATA

Name:	Citizens Bank, N.A.
Street Address:	602 Office Center Drive
City:	Fort Washington
State/Country:	PENNSYLVANIA
Postal Code:	19034
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1373187	NYLAMID
Registration Number:	1427043	NYLENE
Registration Number:	2061710	NORPEX
Registration Number:	2297785	VEXEL
Registration Number:	2400642	DURATEL
Registration Number:	2415465	EMPOWERING STORAGE NETWORKS.
Registration Number:	2764057	NAXALLOY
Registration Number:	5127416	BONDINYL
Registration Number:	5778314	NYLABOND

CORRESPONDENCE DATA

Fax Number: 6106401965

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: 6106405800

Email: trademarks@stradley.com

Correspondent Name: Stradley Ronon Stevens & Young, LLP

Address Line 1: Donna Marie Davidson

Address Line 2: 30 Valley Stream Parkway

Address Line 4: Malvern, PENNSYLVANIA 19355

CH \$240.00 1373187

ATTORNEY DOCKET NUMBER:	187819-0016
NAME OF SUBMITTER:	Donna Marie Davidson
SIGNATURE:	/Donna Marie Davidson/
DATE SIGNED:	05/26/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 25, 2022 (as amended, restated, supplemented or otherwise modified, this “Agreement”), among Custom Resins, Inc., a Kentucky corporation (“Borrower”), Polymeric Resources Corp., a New Jersey corporation (“Polymeric”), each Subsidiary party hereto as of the date hereof (collectively, the “Subsidiaries” and together with Polymeric and the Borrower, the “Grantors”) and CITIZENS BANK, N.A., as Administrative Agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement, dated as of the date hereof among the Borrower, Polymeric, Nylene Canada ULC (the “Canadian Borrower”), Nylene Holdings ULC, the Lenders party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), and (b) the Pledge and Security Agreement, dated as of the date hereof, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

The Lenders have agreed to extend credit to the Borrower and the Canadian Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Secured Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

1. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such Grantor’s right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL’s), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the “Trademarks”),

all reissues, continuations, extensions and renewals thereof and amendments thereto,

all goodwill associated therewith or symbolized by any of the foregoing,

all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

all other assets, rights and interests that uniquely reflect or embody such goodwill.

3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.



2. Counterparts. This 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 of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

3. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.



[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

CUSTOM RESINS, INC.

By:  
Name: Sol Schlesinger
Title: President and Chief Executive Officer

POLYMERIC RESOURCES CORP.

By:  
Name: Sol Schlesinger
Title: President and Chief Executive Officer

CITIZENS BANK, N.A., as Administrative Agent

By: 
Name: Joshua Ickes
Title: Vice President

SCHEDULE I
TRADEMARKS

Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
NYLAMID	1,373,187	12/3/1985	73/494,879	8/14/1984
NYLENE	1,427,043	2/3/1987	73/794,867	8/14/1984
NORPEX	2,061,710	5/13/1997	74/431,779	9/3/1993
VEXEL	2,297,785	12/7/1999	75/519,885	7/14/1998
DURATEL	2,400,642	10/31/2000	75/513,755	7/6/1998
NAXEL	2,415,465	12/19/2000	75/528,125	7/30/1998
NAXALLOY	2,764,057	9/16/2003	76/472,927	11/25/2002
BONDINYL	5,127,416	1/24/2017	87/033,287	5/11/2016
NYLABOND	5778314	6/18/19	87/033,296	5/11/2016

SCHEDULE I

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