

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751543

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BAKELITE GMBH		08/25/2022	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA, AS ADMINIISTRATIVE AGENT		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	788887	BAKELITE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1769169 TM		
NAME OF SUBMITTER:	Tarangana Thapa		
SIGNATURE:	/Tarangana Thapa/		
DATE SIGNED:	08/26/2022		
Total Attachments: 8			
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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of August 25, 2022 (this "Agreement"), between BAKELITE GMBH, a limited liability company incorporated under the laws of the Federal Republic of Germany, having its business address at Gennaer Straße 2-4, 58642 Iserlohn, which is registered in the commercial register (*Handelsregister*) kept at the local court (*Amtsgericht*) of Iserlohn under registration number HRB 5860 (the "Grantor"), and GOLDMAN SACHS BANK USA, as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of May 27, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Bakelite US Holdco, Inc., Bakelite UK Holding Ltd., Bakelite UK Intermediate Ltd., the Lenders from time to time party thereto and Goldman Sachs Bank USA, as Administrative Agent, (b) the U.S. Security Agreement referred to therein and (c) Supplement No. 1 dated as of the date hereof to the U.S. Security Agreement. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor party hereto is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and as consideration for extensions of credit previously made that continue to be outstanding. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the U.S. Security Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment and performance in full of the Secured Obligations, the Grantor pursuant to the U.S. Security Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in, to or under which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) (i) all letters patent of the United States or the equivalent thereof (including industrial designs) in any other country, supranational authority or any political subdivision of the foregoing, all registrations and recordings thereof and all applications for letters patent of the United States or the equivalent thereof (including industrial designs) in any other country, supranational authority or any political subdivision of any of the foregoing, including any of the foregoing set forth on Schedule I hereto, and (ii) all reissues, continuations, divisionals, continuations-in-part, reexaminations, supplemental examinations, inter partes reviews, renewals, substitutions, adjustments or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, have made, use, offer to use, sell, offer to sell, dispose, offer to dispose of, import or export the inventions disclosed or claimed therein; and

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, 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 or any similar office in any state of the United States or any other country, supranational authority or any political subdivision of any of the foregoing, all extensions or renewals thereof, and all common law rights related thereto, including any of the foregoing set forth on Schedule II hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Intellectual Property License. Pursuant to the U.S. Security Agreement, for the purpose of enabling the Administrative Agent to exercise rights and remedies under Article IV of the U.S. Security Agreement at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, the Grantor has granted to the Administrative Agent, to the extent of the Grantor's right and effective only during the continuance of an Event of Default, for the benefit of the Secured Parties, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantor, but subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of the Grantor to avoid the risk of invalidation of such Trademarks) to exploit, license or sublicense any of the Article 9 Collateral consisting of Intellectual Property owned as of the date of the U.S. Security Agreement or thereafter acquired by the Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation, printout, display, transfer, disclosure, processing or sharing thereof and the usernames, passwords and related information required to access the foregoing, the right to prosecute and maintain all such Intellectual Property and the right to sue for infringement of such Intellectual Property.

SECTION 4. U.S. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the U.S. Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral are more fully set forth in the U.S. 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 U.S. Security Agreement, the terms of the U.S. Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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, emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by facsimile, emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be.

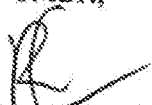
SECTION 6. Incorporation by Reference. The provisions of Sections 5.02, 5.04, 5.05, 5.06, 5.09, 5.10 and 5.17 of the U.S. Security Agreement are hereby incorporated by reference herein as if set forth in full force herein, mutatis mutandis.

[Signature Pages Follow]

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

BAKELITE GMBH,

by



Name: Rob Jacobus Johannes Joseph
Brueren

Title: Managing Director

by

Name: Thomas Spieler

Title: Managing Director

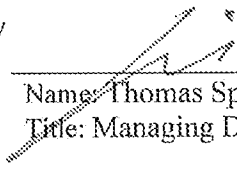
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BAKELITE GMBH,

by

.....
Name: Rob Jacobus Johannes Joseph
Brueren
Title: Managing Director

by


.....
Name: Thomas Spieler
Title: Managing Director

[Signature Page to the Term Patent and Trademark Security Agreement]

TRADEMARK
REEL: 007821 FRAME: 0164

GOLDMAN SACHS BANK USA, as
Administrative Agent,

by 

Name: **Maria Riaz**
Title: Authorized Signatory

SCHEDULE I

PATENTS

I. U.S. Patents / Patent Applications

Registrant	Title	Application No.	Patent No.	Filing Date	Issue Date
Bakelite GmbH	Polycondensation Products and a Process for Their Preparation	10/617104	7321020	10-Jul-03	22-Jan-08
Bakelite GmbH	PROCESS FOR PRODUCTION OF AN ALKOXYLATED PRODUCT	15/733832		30-Nov-20	
Bakelite GmbH	Composition containing modified bisphenol F	17/059988		30-Nov-20	
Bakelite GmbH	Novolak Solutions and Emulsions for better handling in various industries	17/148952		14-Jan-21	
Bakelite GmbH	Phenolic Foam Resins blended with modified novolaks for the use in foam applications	17/276103		12-Mar-2021	
Bakelite GmbH	Esterification of alkoxyated Novolaks	17/513,960		29-Oct-2021	
Bakelite GmbH	Process for Manufacturing Sandwich Panels	13/805081	9587393	24-Jun-2011	07-Mar-2017

SCHEDULE II
TRADEMARKS

I. U.S. Trademarks / Trademark Applications

Registrant	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
Bakelite GmbH	Bakelite	72187976	04-Mar-1964	788887	04-May-1965
Bakelite GmbH	Bakelite Synthetics	1620733	21-May-2021	(Pending)	(Pending)
Bakelite GmbH	"b" Logo	1620731	21-May-2021	(Pending)	(Pending)
Bakelite GmbH	Bakelite Synthetics (Word)	1620732	21-May-2021	(Pending)	(Pending)