

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM755668

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ASP Meteor Acquisition Co LLC		09/01/2022	Limited Liability Company: DELAWARE
Adhesives Technology Corporation		09/01/2022	Corporation: FLORIDA
American Sealants, Inc.		09/01/2022	Corporation: INDIANA
Epoxies LLC		09/01/2022	Limited Liability Company: DELAWARE
Epoxy Technology Inc.		09/01/2022	Corporation: MASSACHUSETTS
Evans Adhesive Corporation		09/01/2022	Corporation: INDIANA
W.F. Taylor LLC		09/01/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	10 S. Dearborn Street, Floor L2N
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-2300
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 75

Property Type	Number	Word Mark
Registration Number:	3106136	ADHESIVES TECHNOLOGY
Registration Number:	1881735	CRACKBOND
Registration Number:	3407188	MIRACLE BOND
Registration Number:	5476594	SEAPOXY
Registration Number:	3126288	THE CRACKER
Registration Number:	1905197	ULTRABOND
Registration Number:	5945893	AFFYX
Registration Number:	2052846	ASI
Registration Number:	2059405	ASI
Registration Number:	3829582	EPOXIES ETC. INNOVATIVE BONDING SOLUTION

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5021113	FREEZEBOND
Registration Number:	3660170	ILLUMABOND
Registration Number:	5762900	TRIGGERBOND
Registration Number:	2305744	! EPOXY TECHNOLOGY
Registration Number:	1105371	EPO-TEK
Registration Number:	1138325	EPOXY TECHNOLOGY
Registration Number:	752319	EVANS
Registration Number:	2575595	EVANS ADHESIVE
Registration Number:	3417681	EXPERIENCE. THE DIFFERENCE.
Registration Number:	6256409	U-25
Registration Number:	6673127	INDEPENDENCE
Registration Number:	6673126	VICTORY
Registration Number:	6673086	U-5
Registration Number:	6673084	U-15
Registration Number:	6137148	FRONTIERPRODUCTSINC
Registration Number:	6131141	BLAZING NEW TRAILS IN CONSTRUCTION TECHN
Registration Number:	6131140	FPI
Registration Number:	5386667	AGILE
Registration Number:	5777675	ASPEN
Registration Number:	5515472	COLORREADY
Registration Number:	5261936	DYNAMIC
Registration Number:	6062181	ENHANCE
Registration Number:	1870256	ENVIROBOND
Registration Number:	5517135	FINALE
Registration Number:	1808682	HEALTHGUARD
Registration Number:	6125199	HYBRID PROPEL
Registration Number:	5261937	IRONWOOD
Registration Number:	2907344	META-SEPT
Registration Number:	5291920	PINNACLE
Registration Number:	5640351	RESOLUTE
Registration Number:	5053523	RIDGELINE
Registration Number:	5558182	SAHARA
Registration Number:	6016462	SIGNATURE
Registration Number:	6139242	SIGNATURE LINE
Registration Number:	5386666	STEADFAST
Registration Number:	5878426	TAYLOR
Registration Number:	1791151	TOUCHDOWN
Registration Number:	1252573	TOUCHDOWN

Property Type	Number	Word Mark
Registration Number:	5261933	VERSATILE
Registration Number:	5257942	ZEPHYR
Registration Number:	4211577	MBA
Registration Number:	4278192	MS PLUS
Registration Number:	5279969	(SIRE)
Registration Number:	3685041	NANO LITHIUM
Registration Number:	5332837	ULTRAFLO
Registration Number:	5332839	ULTRAFLO
Registration Number:	5332840	ULTRAFLO
Registration Number:	4018165	PENTRA
Registration Number:	4018167	PENTRA-GUARD
Registration Number:	5604204	TRANSIL
Registration Number:	4032053	NANOLITHIUM
Registration Number:	4018166	PENTRA-SIL
Registration Number:	3923089	FLO-SIL
Registration Number:	4478464	PENTRA-HARD
Registration Number:	6389545	ULTRA-SURFACES
Registration Number:	5606447	PENTRA-SHIELD
Registration Number:	5929799	PENTRA-FINISH
Registration Number:	6050950	
Registration Number:	6283815	
Registration Number:	6424720	LITHODYE
Registration Number:	6180596	PENTRA-PEL
Registration Number:	5268061	SOUNDLEVEL
Registration Number:	2532177	INNOVATIVE SCIENCE META-TEC APPLIED TECH
Registration Number:	3993244	TRANSITIONAL PRESSURE SENSITIVE
Registration Number:	1687434	ENVIROTEC HEALTHGUARD ADHESIVES

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 39092.00078

NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	09/16/2022
Total Attachments: 14 source=I.3. Project Meteor - Intellectual Property Security Agreement (Executed)#page1.tif source=I.3. Project Meteor - Intellectual Property Security Agreement (Executed)#page2.tif source=I.3. Project Meteor - Intellectual Property Security Agreement (Executed)#page3.tif source=I.3. Project Meteor - Intellectual Property Security Agreement (Executed)#page4.tif source=I.3. Project Meteor - Intellectual Property Security Agreement (Executed)#page5.tif source=I.3. Project Meteor - Intellectual Property Security Agreement (Executed)#page6.tif source=I.3. Project Meteor - Intellectual Property Security Agreement (Executed)#page7.tif source=I.3. Project Meteor - Intellectual Property Security Agreement (Executed)#page8.tif source=I.3. Project Meteor - Intellectual Property Security Agreement (Executed)#page9.tif source=I.3. Project Meteor - Intellectual Property Security Agreement (Executed)#page10.tif source=I.3. Project Meteor - Intellectual Property Security Agreement (Executed)#page11.tif source=I.3. Project Meteor - Intellectual Property Security Agreement (Executed)#page12.tif source=I.3. Project Meteor - Intellectual Property Security Agreement (Executed)#page13.tif source=I.3. Project Meteor - Intellectual Property Security Agreement (Executed)#page14.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 1, 2022, (this "Agreement"), by ASP Meteor Acquisition Co LLC, a Delaware limited liability company, Adhesives Technology Corporation, a Florida corporation, American Sealants, Inc., an Indiana corporation, Epoxies LLC, a Delaware limited liability company, Epoxy Technology Inc., a Massachusetts corporation, Evans Adhesive Corporation, an Indiana corporation, and W.F. Taylor LLC, a Delaware limited liability company (each, a "Grantor", and collectively, the "Grantors"), in favor of the Collateral Agent referred to below.

Reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Loan Parties party thereto and the Collateral Agent. The Lenders and Issuing Banks have extended credit to the Borrower (as defined below) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among ASP Meteor Intermediate Holdings Inc., a Delaware corporation, as Holdings, ASP Meteor Acquisition Co LLC, a Delaware limited liability company (the "Borrower"), the Lenders and Issuing Banks from time to time party thereto, JPMorgan Chase Bank, N.A. ("JPMorgan"), in its capacity as administrative agent for the Revolving Lenders (in such capacity and together with its permitted successors and assigns, the "Revolving Agent"), Bank of Montreal, in its capacity as administrative agent for the Term Lenders (in such capacity and together with its permitted successors and assigns, the "Term Agent"), and JPMorgan, in its capacity as collateral agent for the Secured Parties (in such capacity and together with its permitted successors and assigns, the "Collateral Agent"). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement or the Credit Agreement, as applicable, as in effect on the date hereof.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantors, pursuant to the Security Agreement, did and hereby do pledge and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under any or all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantors and regardless of where located (collectively, the "IP Collateral"):

A. all Trademark registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all issued Patents and pending Patent applications for registration in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyright registrations and pending applications for registration in the United States Copyright Office and exclusive licenses to U.S. registered copyrights, in each case, listed on Schedule III hereto; and

D. all Proceeds of the foregoing;

in each case, solely to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term "IP Collateral" (and any component definition thereof) shall not include any Excluded Asset.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to

the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the IP 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.

SECTION 4. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Collateral Agent shall promptly execute and deliver to the Grantors, at the Grantors' expense, such documents that the Grantors shall reasonably request to evidence, record and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. *Governing Law; Jurisdiction.* THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. THE CONSENT TO JURISDICTION, CONSENT TO SERVICE OF PROCESS, VENUE AND WAIVER OF JURY TRIAL PROVISIONS SET FORTH IN SECTION 7.15 AND SECTION 7.16 OF THE SECURITY AGREEMENT SHALL APPLY TO THIS AGREEMENT, MUTATIS MUTANDIS, TO THE SAME EXTENT AS IF FULLY SET FORTH HEREIN.

SECTION 6. *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 to this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any Requirement of Law, the words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include any Electronic Signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any applicable Requirements of Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.


SECTION 7. *Recordation.* The Grantors hereby authorize and request that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, and any other applicable Governmental Authority record this Agreement.

SECTION 8. *Release.* This Agreement shall continue in effect until the Termination Date, and the Liens granted hereunder shall automatically be released in the circumstances described in Article 8 and/or Section 9.22 of the Credit Agreement. In connection with any such termination or release, the Collateral Agent shall promptly execute (if applicable) and deliver to the Grantors, at the Grantors' expense, all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Collateral Agent's security interest in the IP Collateral in accordance with Section 7.12 of the Security Agreement.

[Signature Page Follows]

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


ASP METEOR ACQUISITION CO LLC

By: 
Name: Eric L. Schondorf
Title: Vice President and Secretary

[Signature Page to IP Security Agreement]

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**ADHESIVES TECHNOLOGY
CORPORATION**

By: 
Name: John Knudsen
Title: Chief Financial Officer


EPOXY TECHNOLOGY INC.

By: 
Name: John Knudsen
Title: Chief Financial Officer

EPOXIES LLC

By: 
Name: John Knudsen
Title: Chief Financial Officer


EVANS ADHESIVE CORPORATION

By: 
Name: John Knudsen
Title: Chief Financial Officer

W.F. TAYLOR LLC

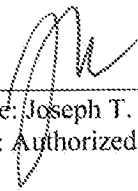
By: 
Name: John Knudsen
Title: Chief Financial Officer

AMERICAN SEALANTS, INC.

By: 
Name: John Knudsen
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: _____








Name: Joseph T. Nash
Title: Authorized Officer

[Signature Page to IP Security Agreement]

SCHEDULE I

TRADEMARKS

Owner	Reg. No.	Trademark
Adhesives Technology Corporation	3106136	
Adhesives Technology Corporation	1881735	CRACKBOND
Adhesives Technology Corporation	3407188	MIRACLE BOND
Adhesives Technology Corporation	5476594	SEAPOXY
Adhesives Technology Corporation	3126288	THE CRACKER
Adhesives Technology Corporation	1905197	ULTRABOND
Adhesives Technology Corporation	5945893	AFFYX
American Sealants, Inc.	2052846	ASI
American Sealants, Inc.	2059405	
Epoxies LLC	3829582	
Epoxies LLC	5021113	FREEZEBOND
Epoxies LLC	3660170	ILLUMABOND
Epoxies LLC	5762900	TRIGGERBOND
Epoxy Technology Inc.	2305744	
Epoxy Technology Inc.	1105371	EPO-TEK
Epoxy Technology Inc.	1138325	EPOXY TECHNOLOGY
Evans Adhesive Corporation	752319	EVANS
Evans Adhesive Corporation	2575595	

Owner	Reg. No.	Trademark
Evans Adhesive Corporation	3417681	EXPERIENCE. THE DIFFERENCE.
W.F. Taylor LLC	6256409	U-25
W.F. Taylor LLC	6673127	INDEPENDENCE
W.F. Taylor LLC	6673126	VICTORY
W.F. Taylor LLC	6673086	U-5
W.F. Taylor LLC	6673084	U-15
W.F. Taylor LLC	6137148	FRONTIERPRODUCTSINC
W.F. Taylor LLC	6131141	BLAZING NEW TRAILS IN CONSTRUCTION TECHNOLOGY
W.F. Taylor LLC	6131140	FPI
W.F. Taylor LLC	5386667	AGILE
W.F. Taylor LLC	5777675	ASPEN
W.F. Taylor LLC	5515472	COLORREADY
W.F. Taylor LLC	5261936	DYNAMIC
W.F. Taylor LLC	6062181	ENHANCE
W.F. Taylor LLC	1870256	ENVIROBOND
W.F. Taylor LLC	5517135	FINALE
W.F. Taylor LLC	1808682	HEALTHGUARD
W.F. Taylor LLC	6125199	HYBRID PROPEL
W.F. Taylor LLC	5261937	IRONWOOD
W.F. Taylor LLC	2907344	META-SEPT
W.F. Taylor LLC	5291920	PINNACLE
W.F. Taylor LLC	5640351	RESOLUTE
W.F. Taylor LLC	5053523	RIDGELINE
W.F. Taylor LLC	5558182	SAHARA
W.F. Taylor LLC	6016462	SIGNATURE
W.F. Taylor LLC	6139242	SIGNATURE LINE
W.F. Taylor LLC	5386666	STEADFAST
W.F. Taylor LLC	5878426	TAYLOR



SCHEDULE I

TRADEMARK
REEL: 007848 FRAME: 0342

Owner	Reg. No.	Trademark
W.F. Taylor LLC	1791151	TOUCHDOWN
W.F. Taylor LLC	1252573	TOUCHDOWN
W.F. Taylor LLC	5261933	VERSATILE
W.F. Taylor LLC	5257942	ZEPHYR
W.F. Taylor LLC	4211577	MBA
W.F. Taylor LLC	4278192	MS PLUS
Adhesives Technology Corporation	5279969	SIRE
Adhesives Technology Corporation	3685041	NANO LITHIUM
Adhesives Technology Corporation	5332837	ULTRAFLOOR - class 037
Adhesives Technology Corporation	5332839	ULTRAFLOOR
Adhesives Technology Corporation	5332840	ULTRAFLOOR
Adhesives Technology Corporation	4018165	PENTRA
Adhesives Technology Corporation	4018167	PENTRA-GUARD
Adhesives Technology Corporation	5604204	TRANSIL
Adhesives Technology Corporation	4032053	NANOLITHIUM
Adhesives Technology Corporation	4018166	PENTRA-SIL
Adhesives Technology Corporation	3923089	FLOR-SIL
Adhesives Technology Corporation	4478464	PENTRA-HARD
Adhesives Technology Corporation	6389545	ULTRA-SURFACES
Adhesives Technology Corporation	5606447	PENTRA-SHIELD
Adhesives Technology Corporation	5929799	PENTRA-FINISH
Adhesives Technology Corporation	6050950	Convergent Logo
Adhesives Technology Corporation	6283815	Convergent Logo
Adhesives Technology Corporation	6424720	LithoDYE
Adhesives Technology Corporation	6180596	PENTRA-PEL
W.F. TAYLOR LLC	5268061	SOUNDLEVEL
W.F. TAYLOR LLC	2532177	

SCHEDULE I

TRADEMARK
REEL: 007848 FRAME: 0343

Owner	Reg. No.	Trademark
		INNOVATIVE SCIENCE META-TEC APPLIED TECHNOLOGY 
W.F. TAYLOR LLC	3993244	TRANSITIONAL PRESSURE SENSITIVE
W.F. TAYLOR LLC	1687434	ENVIROTEC HEALTHGUARD ADHESIVES 

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

Owner	Patent No.	Issued	Patent Title
W.F. Taylor LLC	10160887	12/25/2018	Cure signaling adhesive
W.F. Taylor LLC	7799895	9/21/2010	Low VOC bio-source adhesive
W.F. Taylor LLC	6881775	4/19/2005	Low emissions one part adhesive
W.F. Taylor LLC	7282264	10/16/2007	Composition and method for controlling moisture
W.F. Taylor LLC	9394701	6/19/2016	Carrier-free adhesive film
W.F. Taylor LLC	9598859	3/21/2017	Sound reducing underlayment composition, system and method
W.F. Taylor LLC	10775296	9/15/2020	Adhesive testing device and method
Adhesives Technology Corporation	9914668	3/13/2018	Compositions and methods for curing concrete
Adhesives Technology Corporation	10336657	7/2/2019	Compositions and methods for curing concrete
Adhesives Technology Corporation	11186523	11/30/2021	Compositions and methods for curing concrete
Adhesives Technology Corporation	9850176	12/6/2017	Methods for increasing aggregate hardness, hardened aggregate, and structures in...
Adhesives Technology Corporation	8519036	8/27/2013	Methods for polishing inorganic substrates
Adhesives Technology Corporation	9764440	9/19/2017	Methods for polishing inorganic substrates
Adhesives Technology Corporation	10322485	6/18/2019	Methods for polishing inorganic substrates
Adhesives Technology Corporation	8927639	1/6/2015	Methods for protecting organic flooring surfaces and other organic substrates
Adhesives Technology Corporation	11130209	9/28/2021	Methods for providing glossy surfaces
Adhesives Technology Corporation	9783937	10/10/2017	Pavement joints and methods for treating the same

SCHEDULE II

TRADEMARK
REEL: 007848 FRAME: 0345

Owner	Patent No.	Issued	Patent Title
Adhesives Technology Corporation	10227735	3/12/2019	Pavement joints and methods for treating the same
Adhesives Technology Corporation	8299151	10/30/2012	Protective coatings for inorganic substrates and associated methods
Adhesives Technology Corporation	8680185	3/25/2014	Protective coatings for inorganic substrates and coated inorganic substrates
Adhesives Technology Corporation	9228094	1/5/2016	Protective coatings for inorganic substrates and coated inorganic substrates
Adhesives Technology Corporation	9371439	6/21/2016	Protective coatings for organic substrates
Adhesives Technology Corporation	8921472	12/30/2014	Protective coatings for organic substrates and articles of manufacturing includi...
Adhesives Technology Corporation	8344057	1/1/2013	Protective coatings for organic substrates and associated methods
Adhesives Technology Corporation	9963840	5/8/2018	Transportation surfaces
Adhesives Technology Corporation	8999056	4/7/2015	Low ph compositions for hardening concrete
Adhesives Technology Corporation	9272951	3/1/2016	Low ph compositions for hardening concrete
Adhesives Technology Corporation	8852334	10/7/2014	Low ph compositions for hardening concrete and associated methods
Adhesives Technology Corporation	10100206	10/16/2018	Pre-treatment and cleaning of equipment used with uncured cementitious materials
Adhesives Technology Corporation	10428228	10/1/2019	Pre-treatment and cleaning of equipment used with uncured cementitious materials
Adhesives Technology Corporation	10640659	5/5/2020	Pre-treatment and cleaning of equipment used with uncured cementitious materials

SCHEDULE II

TRADEMARK
REEL: 007848 FRAME: 0346

PATENT APPLICATIONS

Owner	App No.	Filed	Patent Title
Adhesives Technology Corporation	17488228	9/28/21	Compositions that impart surfaces with glossy finishes
Adhesives Technology Corporation	16298822	3/11/19	Pavement joints and methods for treating the same
Adhesives Technology Corporation	15974594	5/8/18	Transportation surfaces
Adhesives Technology Corporation Multiquip, Inc.	14596943	1/14/2015	Addition of colloidal silica to concrete
Adhesives Technology Corporation	16867326	5/5/2020	Cleaning of equipment used with cementitious materials
Adhesives Technology Corporation	15056917	2/29/2016	Methods for planing, honing and/or polishing cementitious substrates
Adhesives Technology Corporation	14600995	1/20/2015	Use of hardeners/densifiers in cutting or otherwise removing material from inorg...
Epoxy Technology, Inc.	63/365,056	05/20/2022	High Performance Conformal Coatings

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

EXCLUSIVE COPYRIGHT LICENSES

None.

SCHEDULE III