

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM772665

<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>
ASCEND PERFORMANCE MATERIALS OPERATIONS LLC		12/07/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO CAPITAL FINANCE, LLC		
<b>Street Address:</b>	1100 ABERNATHY ROAD		
<b>Internal Address:</b>	SUITE 1600		
<b>City:</b>	ATLANTA		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6754948	ACTEEV	
<b>Registration Number:</b>	6365696	ACTEEV	
<b>Registration Number:</b>	6754947	ACTEEV PROTECT	
<b>Registration Number:</b>	6688274	HIDURA	
<b>Serial Number:</b>	88907704	ACTEEV	
<b>Serial Number:</b>	88855752	ACTEEV	
<b>Serial Number:</b>	88570984	ACTEEV	
<b>Serial Number:</b>	97510026	ACTEEV	
<b>Serial Number:</b>	88944137	ACTEEV BIODEFEND	
<b>Serial Number:</b>	88878912	ACTEEV BIODEFEND	
<b>Serial Number:</b>	97510022	ACTEEV FRESH	
<b>Serial Number:</b>	88878917	ACTEEV PROTECT	
<b>Serial Number:</b>	88878921	ACTEEV PROTECT	
<b>Serial Number:</b>	88637651	FLEXATRIL	
<b>Serial Number:</b>	88733020	HEXASALT	
<b>Serial Number:</b>	90269192	HIDURA	
<b>Serial Number:</b>	88844486	HIDURA	

CH \$490.00 6754948

Property Type	Number	Word Mark
Serial Number:	88849058	REDEFYNE
Serial Number:	97567170	ZINC OUT THE STINK

**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: 6785534768  
 Email: slickerb@gtlaw.com  
 Correspondent Name: Brittiny Slicker  
 Address Line 1: 3333 Piedmont Road NE  
 Address Line 2: Suite 2500  
 Address Line 4: Atlanta, GEORGIA 30305

<b>ATTORNEY DOCKET NUMBER:</b>	103274.016000
<b>NAME OF SUBMITTER:</b>	Brittiny Slicker
<b>SIGNATURE:</b>	/Brittiny Slicker/
<b>DATE SIGNED:</b>	12/08/2022

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 7, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entity identified as a grantor on the signature pages hereto (the “**Grantor**”) in favor of Wells Fargo Capital Finance, LLC, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

**WHEREAS**, Ascend Performance Materials Operations LLC, a Delaware limited liability company, and the other entities party thereto are party to that certain Second Amended and Restated Security Agreement, dated as of August 27, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, each of the other entities party thereto, and the Administrative Agent, pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative 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 in the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

**SECTION 2.1** As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by Grantor or which Grantor at any time in the future may own or acquire (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill connected with the use of and symbolized thereby, including any of the foregoing listed in Schedule A;

(ii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by Grantor or that Grantor otherwise has the right to license, or granting to Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto and acceptance thereof by the USPTO, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. GOVERNING LAW**

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

### **SECTION 5. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

**ASCEND PERFORMANCE MATERIALS  
OPERATIONS LLC**



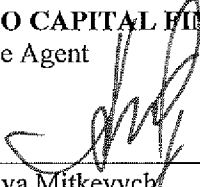
Name: Scott A. Ralston

Title: Senior Vice President, General Counsel,  
and Secretary

[ASCEND—TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 007923 FRAME: 0548**

**WELLS FARGO CAPITAL FINANCE, LLC,**  
as Administrative Agent

By:   
Name: Olesya Mitkevych  
Title: Authorized Signatory

[ASCEND—TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007923 FRAME: 0549**

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Serial No.	Filing Date	Registration No.	Registration Date
Acteev	88907704	08-May-2020	N/A	N/A
Acteev	88855752	01-Apr-2020	N/A	N/A
Acteev	88570984	08-Aug-2019	N/A	N/A
Acteev	97510026	19-Jul-2022	N/A	N/A
Acteev	88944142	02-Jun-2020	6754948	07-Jun-2022
Acteev	88855754	01-Apr-2020	6365696	25-May-2021
Acteev Biodefend	88944137	02-Jun-2020	N/A	N/A
Acteev Biodefend	88878912	20-Apr-2020	N/A	N/A
Acteev Fresh	97510022	19-Jul-2022	N/A	N/A
Acteev Protect	88878917	20-Apr-2020	N/A	N/A
Acteev Protect	88878921	20-Apr-2020	N/A	N/A
Acteev Protect	88944139	02-Jun-2020	6754947	07-Jun-2022
Flexatril	88637651	01-Oct-2019	N/A	N/A
Hexasalt	88733020	19-Dec-2019	N/A	N/A
Hidura	90269192	21-Oct-2020	N/A	N/A
Hidura	88844486	23-Mar-2020	N/A	N/A
Hidura	90976321	21-Oct-2020	6688274	29-Mar-2022
Redefyne	88849058	26-Mar-2020	N/A	N/A
Zinc Out The Stink	97567170	26-Aug-2022	N/A	N/A

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