

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM774853

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TPC Group LLC		12/16/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Eclipse Business Capital LLC, as Collateral Agent		
Street Address:	333 W. Wacker Dr., Suite 950		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3996172	P	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.di.grande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7528.022		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	/jaclyn di grande/		
DATE SIGNED:	12/16/2022		
Total Attachments: 5			
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**GRANT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS**

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS ("Trademark Security Agreement") dated as of December 16, 2022 is made by, TPC Group LLC, a Texas limited liability company, ("Grantor"), in favor of Eclipse Business Capital LLC, as Agent (as defined below).

W I T N E S S E T H:

WHEREAS, TPC Group Inc., a Delaware corporation, are parties to that certain Credit Agreement dated as of December 16, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the other Borrowers party thereto from time to time, the Lenders party thereto from time to time, and Eclipse Business Capital LLC, as administrative agent and collateral agent for the Lenders (in such capacity, the "Agent");

WHEREAS, as a condition precedent to their entering into the Credit Agreement, the Agent and the Lenders thereunder required the Loan Parties to execute and deliver that certain Pledge and Security Agreement dated as of December 16 2022 (as heretofore or hereafter amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property Collateral, including the Trademarks (as defined below).

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

Section 1. Definitions. Each capitalized term used herein and not otherwise defined herein shall have the meaning assigned to such term in the Security Agreement or, if not defined herein or in the Security Agreement, in the Credit Agreement.

Section 2. Grant of Security Interest. To secure the prompt and complete payment, performance and observance of all of the Secured Obligations, Grantor hereby grants, assigns, conveys, mortgages, hypothecates and transfers to Agent, a security interest in and Lien upon all of such Grantor's right, title and interest in, to and under the United States Trademarks set forth on Schedule A attached hereto (the "Trademarks"), together with all Proceeds therefrom, provided that there shall be no grant or pledge of a security interest in, nor shall the Trademarks include, any Excludable Property.

Section 3. Purpose. This Trademark Security Agreement is made to secure the full and prompt performance and payment of all the Secured Obligations. Upon the occurrence of the Termination Date or as otherwise provided in the Security Agreement, the Agent shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in and re-assigning the Trademarks acquired under this Trademark Security Agreement to Grantor.

Section 4. Acknowledgement. The rights and remedies of the Agent with respect to the security interest granted herein are more fully set forth in the Security Agreement. In the event that any provisions of this Trademark Security Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same original.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first written above.

TPC GROUP LLC

By: 

Name: Bart de Jong

Title: Senior Vice President and Chief Financial Officer

ECLIPSE BUSINESS CAPITAL LLC, as Agent

By: 

Name: John Whetstone

Title: EVP

Schedule A

U.S. Registered Trademarks and Trademark Applications

Mark	Registration No.	Registration Date
P & design	3996172	July 19, 2011