

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775318

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Grant of Security Interest in United States Trademarks at reel/frame 6711/0415		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank Trust Company, National Association, as successor collateral agent to U.S. Bank National Association		12/16/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	TPC Group LLC		
Street Address:	500 Dallas Street		
Internal Address:	Suite 2000		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3996172	P	
Registration Number:	4688103	TPC GROUP OXO-D	
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:	212.318.6000		
Email:	JeffreyNegron@PaulHastings.com		
Correspondent Name:	Jeffrey Negron		
Address Line 1:	Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Jeffrey M. Negron		
SIGNATURE:	/s/ Jeffrey M. Negron		
DATE SIGNED:	12/20/2022		

OP \$65.00 3996172

Total Attachments: 4

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TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

This Termination and Release of Grant of Security Interest in United States Trademarks (this “**Release**”) is made and effective as of December 16, 2022 and granted by U.S. Bank Trust Company, National Association, as successor collateral agent to U.S. Bank National Association (in such capacity, the “**Agent**”), in favor of TPC Group LLC, a Texas limited liability company (the “**Grantor**”). Capitalized terms used herein that are not otherwise defined shall have the meaning as defined in the Security Agreement or the Trademark Security Agreement (both defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of August 2, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) the Grantor pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property Collateral;

WHEREAS, pursuant to the Security Agreement, Grantor and Agent entered into that certain Grant of Security Interest in United States Trademarks dated August 2, 2019 (the “**Trademark Security Agreement**”), wherein Grantor, to secure the prompt and complete payment, performance and observance of all of the Secured Obligations, granted to Agent a security interest in all of Grantor’s right, title, and interest in and to the Trademarks, (as defined in the Trademark Security Agreement), including those set forth on Schedule 1 attached hereto, together with all Proceeds therefrom;

WHEREAS, an executed copy of the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on August 2, 2019 at Reel 6711, Frame 0415; and

WHEREAS, the Grantor has requested pursuant to the *Findings and Fact, Conclusions of Law and Order Confirming Modified Second Amended Joint Chapter 11 Plan of TPC Group Inc. and Its Debtor Affiliates* [Docket No. 1281] entered by the United States Bankruptcy Court for the District of Delaware on December 1, 2022 that Agent release the entirety of its security interest in the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Agent hereby agrees and declares as follows:

1. Agent hereby (i) terminates and cancels the Trademark Security Agreement and (ii) terminates, releases, discharges and cancels all of its security interest in and lien on all of Grantor’s right, title, and interest in and to the Trademarks, including those set forth on Schedule 1 attached hereto, and any right, title or interest of Agent in the Trademarks, including those set forth on Schedule I attached hereto, shall hereby cease and become void. Agent hereby reassigns, re-grants, and re-conveys to Grantor, without any representation, recourse or undertaking by Agent, any and all right, title, or interest that Agent may have obtained in and to the Trademarks, including those set forth on Schedule 1 attached hereto, under the Trademark Security Agreement or the Security Agreement, as applicable.

2. Agent, at Grantor's sole cost and expense, hereby agrees to take such further actions as Grantor may reasonably request in order to effectuate the termination and release of the security interest contemplated hereby. Agent, at Grantor's sole cost and expense, hereby authorizes and requests that the United States Patent and Trademark Office record this Release.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release to be executed and delivered by its authorized officer as of the date first above written.

U.S. Bank Trust Company, National Association,
as Agent

By: Barry E
Name: Barry Ihrke
Title: Vice President

SCHEDULE 1

Trademark Registrations

Trademark	Registration Number	Registration Date
P & Design	3996172	July 19, 2011
TPC GROUP OXO-D	4688103	February 17, 2015