

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM788261

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
W. R. GRACE & CO.-CONN.		02/17/2023	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 68			
Property Type	Number	Word Mark	
Registration Number:	3829070	ACTIVCAT	
Registration Number:	2736132	ADVANTA	
Registration Number:	4491721	ADVANTAGE	
Registration Number:	4071230	ALCYON	
Registration Number:	1265450	ALLTECH	
Registration Number:	5884035	BREAKTHROUGH CATALYTIC PERFORMANCE	
Registration Number:	795991	CATALAGRAM	
Registration Number:	6731775	CONSISTA	
Registration Number:	1490721	CP	
Registration Number:	1834238	DARACLAR	
Registration Number:	2229578	DAVICAT	
Registration Number:	2732453	DAVISIL	
Registration Number:	2505595	DENOX	
Registration Number:	2743553	D-PRISM	
Registration Number:	2637589	E-CATALYSTS	
Registration Number:	2767419	E-CATALYSTS	
Registration Number:	2780075		
Registration Number:	2779897	E-CATALYSTS.COM	

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Property Type	Number	Word Mark
Registration Number:	3719353	FLOWMOTION
Registration Number:	6246092	FUSION
Registration Number:	1688336	G-CON
Registration Number:	3661638	GENESIS
Registration Number:	1347037	GR
Registration Number:	1751126	GRACE
Registration Number:	1758304	GRACE
Registration Number:	1813264	GRACE
Registration Number:	1998235	GRACE
Registration Number:	2203422	GRACE
Registration Number:	1995539	GRACE
Registration Number:	1995531	GRACE
Registration Number:	2206302	GRACE
Registration Number:	2090421	GRACE
Registration Number:	1437819	GRACE
Registration Number:	1607468	GRACE
Registration Number:	2105453	GSR
Registration Number:	4299270	HYAMPP
Registration Number:	3159332	IMPACT
Registration Number:	1370778	LYNX
Registration Number:	972141	MAGNAPORE
Registration Number:	2897694	MIDAS
Registration Number:	4350679	MOLECULAR HIGHWAY
Registration Number:	5884229	MOLECULAR HIGHWAY
Registration Number:	2620434	OLEFINSULTRA
Serial Number:	90159405	OXYBURN
Serial Number:	90840698	PARAGON
Registration Number:	1907797	PHONOSORB
Registration Number:	3196898	PINNACLE
Registration Number:	2674581	POLIEDGE
Registration Number:	3393146	POLYTRAK
Registration Number:	0397230	PROTEK-SORB
Registration Number:	568355	PROTEK-SORB "121"
Registration Number:	0813260	RANEY
Serial Number:	97525972	REFLECTN
Registration Number:	1701058	RFG
Registration Number:	4225907	RIVE
Registration Number:	5884033	RIVE TECHNOLOGY

Property Type	Number	Word Mark
Registration Number:	1337474	SHAC
Registration Number:	1447031	SHIELDEX
Registration Number:	3142460	SMART CATALYST SYSTEM
Registration Number:	2627781	SURCA
Registration Number:	2282048	SYLOBEAD
Registration Number:	1607904	SYLOBLOC
Registration Number:	1438809	SYLODENT
Registration Number:	2151424	SYLOJET
Registration Number:	1820354	SYLOPOL
Registration Number:	1305597	SYLOSIV
Registration Number:	1516101	TRISYL
Registration Number:	1712890	VYDAC

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	02/21/2023

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated February 17, 2023, is made by the Person listed on the signature page hereof (the “Grantor”) in favor of Wilmington Trust, National Association, as collateral agent (the “Notes Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture and the Security Agreement referred to therein, as applicable.

WHEREAS, W. R. Grace Holdings LLC, a Delaware limited liability company (the “Issuer”), as a Grantor, W. R. Grace Midco Holdings LLC, a Delaware limited liability company (the “Parent Guarantor”) as a Grantor, and the other Persons from time to time party thereto, as Grantors, and Wilmington Trust, National Association, as trustee (the “Trustee”) and Notes Collateral Agent have entered into that certain Indenture dated as of February 17, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”),

WHEREAS, in connection with the Indenture, the Grantor has entered into the Security Agreement dated as of the Issue Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Secured Parties to make financial accommodations to the Issuer, the Parent Guarantor and the Restricted Subsidiaries.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Notes Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Notes Collateral Agent for the benefit of the Secured Parties a security interest in all of the Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property); and

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Indenture Obligations of the Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the secured Indenture Obligations and that would be

owed by the Grantor to any Secured Party under the Indenture Documents but for the fact that such secured Indenture Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Notes Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

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.

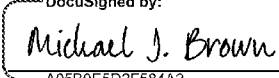
SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Concerning the Notes Collateral Agent. Wilmington Trust, National Association is entering into this Trademark Security Agreement in its capacity as Notes Collateral Agent under the Indenture and not in its individual capacity, and in acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, protections, privileges, indemnities and immunities granted to the Notes Collateral Agent under the Indenture as if such rights, protections, privileges, indemnities and immunities were set forth herein.

[Signature Pages Follow]

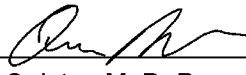
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

W. R. GRACE & CO.-CONN.,
as an Initial Grantor

By: DocuSigned by:

A05B0E5D2F584A2
Name: Michael Brown
Title: SVP, Chief Financial Officer and
Information Technology

[Signature Page to Intellectual Property Security Agreement (Trademarks)]

WILMINGTON TRUST, NATIONAL ASSOCIATION,
solely in its capacity as Notes Collateral Agent

By:  _____
Name: Quinton M. DePompolo
Title: Assistant Vice President

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Trademark Name	Appln No.	Appln Date	Registration No.	Registration Date	Status	Owner Name
ACTIVCAT	77622441	26-Nov-2008	3829070	03-Aug-2010	Registered	W. R. Grace & Co.-Conn.
ADVANTA	76/382292	14-Mar-2002	2736132	15-Jul-2003	Registered	W. R. Grace & Co.-Conn.
ADVANTAGE	85603429	20-Apr-2012	4491721	04-Mar-2014	Registered	W. R. Grace & Co.-Conn.
ALCYON	77/949128	03-Mar-2010	4071230	13-Dec-2011	Registered	W. R. Grace & Co.-Conn.
ALLTECH	73/379872	13-Aug-1982	1265450	31-Jan-1984	Registered	W. R. Grace & Co.-Conn.
BREAKTHROUGH CATALYTIC PERFORMANCE	88363457	29-Mar-2019	5884035	15-Oct-2019	Registered	W. R. Grace & Co.-Conn.
CATALAGRAM	208072	14-Dec-1964	795991	14-Sep-1965	Registered	W. R. Grace & Co.-Conn.
CONSISTA	97036261	20-Sep-2021	6731775	24-May-2022	Registered	W. R. Grace & Co.-Conn.
CP	73/655556	16-Apr-1987	1490721	07-Jun-1988	Registered	W. R. Grace & Co.-Conn.
DARACLAR	74/362997	01-Mar-1993	1834238	03-May-1994	Registered	W. R. Grace & Co.-Conn.
DAVICAT	75/294620	19-May-1997	2229578	02-Mar-1999	Registered	W. R. Grace & Co.-Conn.
DAVISIL	75/731876	18-Jun-1999	2732453	01-Jul-2003	Registered	W. R. Grace & Co.-Conn.
DENOX	75/580966	02-Nov-1998	2505595	06-Nov-2001	Registered	W. R. Grace & Co.-Conn.
D-PRISM	76/248127	30-Apr-2001	2743553	29-Jul-2003	Registered	W. R. Grace & Co.-Conn.
E-CATALYSTS	76/049485	16-May-2000	2637589	15-Oct-2002	Registered	W. R. Grace & Co.-Conn.
e-Catalysts and Logo	76/220393	28-Feb-2001	2767419	23-Sep-2003	Registered	W. R. Grace & Co.-Conn.
e-Catalysts Logo	76/220389	28-Feb-2001	2780075	04-Nov-2003	Registered	W. R. Grace & Co.-Conn.
E- CATALYSTS.COM	76/049486	16-May-2000	2779897	04-Nov-2003	Registered	W. R. Grace & Co.-Conn.
FLOWMOTION	77/427521	20-Mar-2008	3,719,353	01-Dec-2009	Registered	W. R. Grace & Co.-Conn.
FUSION	88197249	16-Nov-2018	6,246,092	12-Jan-2021	Registered	W. R. Grace & Co.-Conn.

Trademark Name	Appln No.	Appln Date	Registration No.	Registration Date	Status	Owner Name
G-CON	74/078127	09-Jul-1990	1688336	19-May-1992	Registered	W. R. Grace & Co.-Conn.
GENESIS	77/381333	26-Jan-2008	3661638	28-Jul-2009	Registered	W. R. Grace & Co.-Conn.
GR	73/473397	02-Apr-1984	1347037	09-Jul-1985	Registered	W. R. Grace & Co.-Conn.
GRACE	73/583490	18-Feb-1986	1437819	28-Apr-1987	Registered	W. R. Grace & Co.-Conn.
GRACE	74/283853	11-Jun-1992	1751126	09-Feb-1993	Registered	W. R. Grace & Co.-Conn.
GRACE	74/283852	11-Jun-1992	1758304	16-Mar-1993	Registered	W. R. Grace & Co.-Conn.
GRACE	74/284097	12-Jun-1992	1813264	28-Dec-1993	Registered	W. R. Grace & Co.-Conn.
GRACE	74/724701	05-Sep-1995	1998235	03-Sep-1996	Registered	W. R. Grace & Co.-Conn.
GRACE	74/724700	05-Sep-1995	2203422	17-Nov-1998	Registered	W. R. Grace & Co.-Conn.
GRACE	74/725339	05-Sep-1995	1995539	20-Aug-1996	Registered	W. R. Grace & Co.-Conn.
GRACE	74/724704	05-Sep-1995	1995531	20-Aug-1996	Registered	W. R. Grace & Co.-Conn.
GRACE	74/724702	05-Sep-1995	2206302	01-Dec-1988	Registered	W. R. Grace & Co.-Conn.
GRACE	74/724703	05-Sep-1995	2090421	26-Aug-1997	Registered	W. R. Grace & Co.-Conn.
GRACE	73/583490	18-Feb-1986	1437819	28-Apr-1987	Registered	W. R. Grace & Co.-Conn.
GRACE	74/000640	16-Nov-1989	1607468	24-Jul-1990	Registered	W. R. Grace & Co.-Conn.
GSR	75186795	24-Oct-1996	2105453	14-Oct-1997	Registered	W. R. Grace & Co.-Conn.
HYAMPP	85563171	07-Mar-2012	4299270	05-Mar-2013	Registered	W. R. Grace & Co.-Conn.
IMPACT	76/487042	03-Feb-2003	3159332	17-Oct-2006	Registered	W. R. Grace & Co.-Conn.
LYNX	73536722	09-May-1985	1370778	19-Nov-1985	Registered	W. R. Grace & Co.-Conn.
MAGNAPORE	72/425484	25-May-1972	972141	06-Nov-1973	Registered	W. R. Grace & Co.-Conn.
MIDAS	76/388890	28-Mar-2002	2897694	26-Oct-2004	Registered	W. R. Grace & Co.-Conn.
MOLECULAR HIGHWAY	85310576	03-May-2011	4350679	11-Jun-2013	Registered	W. R. Grace & Co.-Conn.
MOLECULAR HIGHWAY	88367677	02-Apr-2019	5884229	15-Oct-2019	Registered	W. R. Grace & Co.-Conn.

Trademark Name	Appln No.	Appln Date	Registration No.	Registration Date	Status	Owner Name
OlefinsUltra	76235943	05-Apr-2001	2620434	17-Sep-2002	Registered	W. R. Grace & Co.-Conn.
OXYBURN	90159405	04-Sep-2020			Published	W. R. Grace & Co.-Conn.
PARAGON	90840698	21-Jul-2021			Published	W. R. Grace & Co.-Conn.
PHONOSORB	74/452651	14-Oct-1993	1907797	25-Jul-1995	Registered	W. R. Grace & Co.-Conn.
PINNACLE	78/870830	27-Apr-2006	3196898	09-Jan-2007	Registered	W. R. Grace & Co.-Conn.
PoliEdge	76/355539	04-Jan-2002	2674581	14-Jan-2003	Registered	W. R. Grace & Co.-Conn.
POLYTRAK	78/789408	11-Jan-2006	3393146	04-Mar-2008	Registered	W. R. Grace & Co.-Conn.
PROTEK-SORB	451965	28-Mar-1942	0397230	25-Aug-1942	Registered	W. R. Grace & Co.-Conn.
PROTEK-SORB 121 (Stylized/Design)	627049	26-Mar-1952	568355	23-Dec-1952	Registered	W. R. Grace & Co.-Conn.
RANEY	72/208361	17-Dec-1964	0813260	23-Aug-1966	Registered	W. R. Grace & Co.-Conn.
REFLECTN	97525972	29-Jul-2022			Pending	W. R. Grace & Co.-Conn.
RFG	74/129843	09-Jan-1991	1701058	14-Jul-1992	Registered	W. R. Grace & Co.-Conn.
RIVE	77606018	03-Nov-2008	4225907	16-Oct-2012	Registered	W. R. Grace & Co.-Conn.
RIVE TECHNOLOGY	88363436	29-Mar-2019	5884033	15-Oct-2019	Registered	W. R. Grace & Co.-Conn.
SHAC	73505836	26-Oct-1984	1337474	28-May-1985	Registered	W. R. Grace & Co.-Conn.
SHIELDEX	73/635743	16-Dec-1986	1447031	14-Jul-1987	Registered	W. R. Grace & Co.-Conn.
SmART Catalyst System (stylized)	76/230594	26-Mar-2001	3142460	12-Sep-2006	Registered	W. R. Grace & Co.-Conn.
SuRCA	76/247538	30-Apr-2001	2627781	01-Oct-2002	Registered	W. R. Grace & Co.-Conn.
SYLOBEAD	75/359236	18-Sep-1997	2282048	28-Sep-1999	Registered	W. R. Grace & Co.-Conn.
SYLOBLOC	73/835366	01-Nov-1989	1607904	31-Jul-1990	Registered	W. R. Grace & Co.-Conn.
SYLODENT	73/617444	29-Aug-1986	1438809	12-May-1987	Registered	W. R. Grace & Co.-Conn.
SYLOJET	75/174594	30-Sep-1996	2151424	14-Apr-1998	Registered	W. R. Grace & Co.-Conn.
SYLOPOL	74/226134	29-Nov-1991	1820354	08-Feb-1994	Registered	W. R. Grace & Co.-Conn.

Trademark Name	Appln No.	Appln Date	Registration No.	Registration Date	Status	Owner Name
SYLOSIV	73/421747	15-Apr-1983	1305597	20-Nov-1984	Registered	W. R. Grace & Co.-Conn.
TRISYL	73/728738	13-May-1988	1516101	13-Dec-1988	Registered	W. R. Grace & Co.-Conn.
VYDAC	74/216278	24-Oct-1991	1712890	08-Sep-1992	Registered	W. R. Grace & Co.-Conn.