

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM788661

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT
RESUBMIT DOCUMENT ID:	900740485

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VENATOR MATERIALS LLC		05/22/2020	Limited Liability Company: DELAWARE
VENATOR CHEMICALS LLC		05/22/2020	Limited Liability Company: NORTH CAROLINA
VENATOR AMERICAS LLC		05/22/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	1100 NORTH MARKET STREET
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	0901671	COPPER-COUNT
Registration Number:	2712453	OXY-SIX
Registration Number:	1299172	PREACT
Registration Number:	5261844	CARBOFIN
Registration Number:	5304710	DAVIS COLORS
Registration Number:	5112245	GRANUFIN
Registration Number:	5112244	GRANUMAT
Registration Number:	0409070	NUODEX
Registration Number:	0410530	NUODEX
Registration Number:	0345130	NUODEX
Registration Number:	2855474	CHAMELEON
Registration Number:	2437653	COPPERAS RED
Registration Number:	1537097	DRYMAX
Registration Number:	2423903	FERRISPEC

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	0828975	HYDROTINT
Registration Number:	2251231	KROMA RED
Registration Number:	1856118	M
Registration Number:	3225083	MIX READY
Registration Number:	0941200	NUXTRA
Registration Number:	2887422	ROCKWOOD
Registration Number:	3225086	SUPRA-INSTANT
Registration Number:	5661996	VENATOR
Registration Number:	5662038	VENATOR

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124552008

Email: ksolomon@stblaw.com

Correspondent Name: JONATHAN S. PALL, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509335/2939
NAME OF SUBMITTER:	JONATHAN S. PALL
SIGNATURE:	/JP/
DATE SIGNED:	02/22/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of May 22, 2020, by Venator Materials LLC, Venator Chemicals LLC and Venator Americas LLC (each, individually, a “Grantor” and, collectively, the “Grantors”), in favor of Wilmington Trust, National Association, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Notes Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain First Lien Notes Security Agreement, dated as of May 22, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Notes Security Agreement”), in favor of the Notes Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security 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 Grantors hereby agree with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Notes Security Agreement and used herein have the meanings given to them in the Notes Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby pledges to the Notes Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Notes Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) (x) all United States trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, social and mobile media identifiers, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, and (y) all IP Agreements under which a Grantor is an exclusive licensee of registered or

applied-for Trademarks, including, in the case of both (x) and (y), those listed on Schedule I;

- (b) all goodwill associated therewith or symbolized thereby;
- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Notes Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Notes Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Notes 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 Trademark Security Agreement is deemed to conflict with the Notes Security Agreement, the provisions of the Notes Security Agreement shall control.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in two or more counterparts, each of which will constitute an original but all of which when taken together will constitute but one contract, and will become effective as provided in Section 7.04 of the Notes Security Agreement. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile or other electronic transmission will be as effective as delivery of a manually signed original.

SECTION 6. Governing Law. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, SHALL BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT.

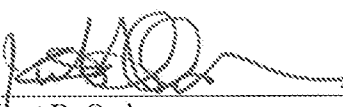
[Signature page follows]

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


VENATOR MATERIALS LLC, as a Grantor

By 
Name: Kurt D. Ogden
Title: Executive Vice President and Chief
Financial Officer

VENATOR CHEMICALS LLC, as a Grantor

By 
Name: Kurt D. Ogden
Title: Executive Vice President and Chief
Financial Officer


VENATOR AMERICAS LLC, as a Grantor

By 
Name: Kurt D. Ogden
Title: Executive Vice President and Chief
Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Notes Collateral Agent

By: 
Name: Jane Schweiger
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007978 FRAME: 0665

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Country	Status	App. No.	App. Date	Reg. No.	Renewal Due	Class	Registered Owner*	Current Beneficial Owner
COPPER-COUNT	United States	Registered	72351501	February 16, 1970	0901671	November 03, 2020	5	VENATOR CHEMICALS LLC	VENATOR CHEMICALS LLC
OXY-SIX	United States	Registered	76010434	March 27, 2000	2712453	May 06, 2023	1	VENATOR CHEMICALS LLC	VENATOR CHEMICALS LLC
PREACT (Stylized)	United States	Registered	73427090	May 23, 1983	1299172	October 09, 2024	1	VENATOR CHEMICALS LLC	VENATOR CHEMICALS LLC
CARBOFIN	United States	Filed	86831892	November 25, 2015	5261844	August 8, 2027	2	VENATOR AMERICAS LLC	VENATOR AMERICAS LLC
DAVIS COLORS	United States	Filed	87155923	August 30, 2016	5304710	August 30, 2026	1, 2	VENATOR AMERICAS LLC	VENATOR AMERICAS LLC
GRANUFIN	United States	Registered	86831838	November 25, 2015	5112245	January 03, 2027	2	VENATOR AMERICAS LLC	VENATOR AMERICAS LLC
GRANUMAT	United States	Registered	86831798	November 25, 2015	5112244	January 03, 2027	07	VENATOR AMERICAS LLC	VENATOR AMERICAS LLC
NUODEX	United States	Registered	71468807	March 29, 1944	409070	September 12, 2024	1,2,3,4,5	VENATOR AMERICAS LLC	VENATOR AMERICAS LLC
NUODEX	United States	Registered	71472430	July 20, 1944	410530	November 28, 2024	16	VENATOR AMERICAS LLC	VENATOR AMERICAS LLC
NUODEX	United States	Registered	71386494	December 8, 1936	345130	April 13, 2027		VENATOR AMERICAS LLC	VENATOR AMERICAS LLC
CHAMELEON (stylized with design)	United States	Registered	76/146891	October 13, 2000	2855474	June 22, 2024	9	VENATOR AMERICAS LLC	VENATOR AMERICAS LLC
COPPERAS RED	United States	Registered	75/447804	March 10, 1998	2437653	March 20, 2021	2	VENATOR AMERICAS LLC	VENATOR AMERICAS LLC
DRYMAX	United States	Registered	73/721971	April 12, 1988	1537097	May 02, 2019	2	VENATOR AMERICAS LLC	VENATOR AMERICAS LLC
FERRISPEC (Stylized)	United States	Registered	75/594369	November 24, 1998	2423903	January 23, 2021	2	VENATOR AMERICAS LLC	VENATOR AMERICAS LLC

Trademark	Country	Status	App. No.	App. Date	Reg. No.	Renewal Due	Class	Registered Owner*	Current Beneficial Owner
HYDROTINT	United States	Registered	72/248436	June 20, 1966	828975	May 23, 2027	1	VENATOR AMERICAS LLC	VENATOR AMERICAS LLC
KROMA RED	United States	Registered	75/439248	February 20, 1998	2251231	June 08, 2019	2	VENATOR AMERICAS LLC	VENATOR AMERICAS LLC
M and Design	United States	Registered	74/139493	February 14, 1991	1856118	September 27, 2024	1,2	VENATOR AMERICAS LLC	VENATOR AMERICAS LLC
MIX READY	United States	Registered	78/903107	June 07, 2006	3225083	April 03, 2027	2	VENATOR AMERICAS LLC	VENATOR AMERICAS LLC
NUODEX	United States	Registered	71386494	December 08, 1936	0345130	April 13, 2027	2	VENATOR CHEMICALS LLC	VENATOR AMERICAS LLC
NUXTRA	United States	Registered	72/377940	December 04, 1970	941200	August 22, 2022	1	VENATOR AMERICAS LLC	VENATOR AMERICAS LLC
ROCKWOOD	United States	Registered	78/05278	March 13, 2001	2887422	September 23, 2024	1, 2	VENATOR AMERICAS LLC	VENATOR AMERICAS LLC
SUPRA-INSTANT	United States	Registered	78/903123	June 07, 2006	3225086	April 03, 2027	2	VENATOR AMERICAS LLC	VENATOR AMERICAS LLC
VENATOR	United States	Registered	87/247,886	November 25, 2016	5661996	January 22, 2019	1, 2, 3	Venator Materials LLC	Venator Materials LLC
VENATOR and Design	United States	Filed	87301124	January 13, 2017	5662038	January 22, 2019	1, 2	Venator Materials LLC	Venator Materials LLC

EXCLUSIVE LICENSES OF REGISTERED OR APPLIED-FOR TRADEMARKS

None.