

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799760

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
W. R. GRACE & CO.-CONN.		03/22/2022	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290		
Internal Address:	GLOBAL CAPITAL MARKETS		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6731775	CONSISTA	
Serial Number:	90159405	OXYBURN	
Serial Number:	90840698	PARAGON	
Serial Number:	97525972	REFLECTN	
CORRESPONDENCE DATA			
Fax Number:	2122919868		
<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) 558-4229		
Email:	demarcor@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Raffaele A. DeMarco		
Address Line 1:	125 Broad Street		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	021198/00087 (RAD)		
NAME OF SUBMITTER:	Raffaele A. DeMarco		
SIGNATURE:	/Raffaele A. DeMarco/		
DATE SIGNED:	03/30/2023		

OP \$115.00 6731775

Total Attachments: 5

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SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT NO.1 TO TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement Supplement”) dated March 22, 2023, is made by W. R. Grace & Co.-Conn., a Connecticut corporation (the “Initial Grantor”) in favor of Wilmington Trust, National Association, as collateral agent (the “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.

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 collateral agent (the “Collateral Agent”) have entered into that certain Indenture dated as of September 22, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”),

WHEREAS, in connection with the Indenture, the Grantors have 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, the Initial Grantor is a party to that certain Trademark Security Agreement, dated as of September 22, 2021, made by the Initial Grantor in favor of the Collateral Agent, recorded on September 23, 2021, at Reel/Frame 7429/0705.

WHEREAS, under the terms of the Security Agreement, the Initial Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Initial Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement Supplement 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 Initial Grantor agrees as follows:

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

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Initial Grantor under this Trademark Security Agreement Supplement secures the payment of all Indenture Obligations of such 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 Supplement secures, as to the Initial Grantor, the payment of all amounts that constitute part of the secured Indenture Obligations and that would be owed by such 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 Initial Grantor.

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

SECTION 4. Execution in Counterparts. This Trademark Security Agreement Supplement 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 Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Initial Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the 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 Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement Supplement 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 Supplement 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 Collateral Agent. Wilmington Trust, National Association is entering into this Trademark Security Agreement Supplement in its capacity as Collateral Agent under the Indenture and not in its individual capacity, and in acting hereunder, the Collateral Agent shall be entitled to all of the rights, protections, privileges, indemnities and immunities granted to the Collateral Agent under the Indenture as if such rights, protections, privileges, indemnities and immunities were set forth herein.

[Signature Pages Follow]

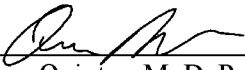
IN WITNESS WHEREOF, the Initial Grantor has caused this Trademark Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

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

By:  DocuSigned by:
Armando Pastrana
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Name: Armando Pastrana
Title: V.P., Chief IP Counsel & Assistant Secretary

[Signature Page to Trademark Security Agreement Supplement (2021 Notes)]

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

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

[Signature Page to Trademark Security Agreement Supplement (2021 Notes)]

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Trademark Name	Appln No.	Appln Date	Registration No.	Registration Date	Status	Owner Name
CONSISTA	97036261	20-Sep-21	6731775	24-May-22	Registered	W. R. Grace & Co.-Conn.
OXYBURN	90159405	4-Sep-20			Published	W. R. Grace & Co.-Conn.
PARAGON	90840698	21-Jul-21			Published	W. R. Grace & Co.-Conn.
REFLECTN	97525972	29-Jul-22			Pending	W. R. Grace & Co.-Conn.