

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803112

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		04/14/2023	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	ChemSpec USA, LLC		
Street Address:	9287 Smucker Road		
City:	Orrville		
State/Country:	OHIO		
Postal Code:	44667		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5293159	NEXT GENERATION PAINT AND COATINGS	
Registration Number:	5347619	NEW MINDSET - NEW RESULTS.	
Registration Number:	3538795	CHEMSPEC	
Registration Number:	3518322	METALUX 2 PROFESSIONAL REFINISHING	
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:	8004945225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1963427 TM REL A		
NAME OF SUBMITTER:	Tarangana Thapa		
SIGNATURE:	/Tarangana Thapa/		
DATE SIGNED:	04/14/2023		
Total Attachments: 4			

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY dated as of April 14, 2023 (this “Release”), by Barclays Bank PLC, as Collateral Agent (in such capacity, the “Collateral Agent”) in favor of ChemSpec USA, LLC, a Delaware limited liability company (the “Grantor”).

A. Reference is made to (i) that certain Credit Agreement, dated as of February 1, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Axalta Coating Systems Dutch Holding B B.V. (f/k/a Flash Dutch 2 B.V.), a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) organized and established under the laws of the Netherlands, having its corporate seat in Amsterdam, the Netherlands, registered with the Trade Register of the Netherlands under number 55948308 (the “Parent Borrower”), Axalta Coating Systems U.S. Holdings, Inc. (f/k/a U.S. Coatings Acquisition Inc.), a Delaware corporation (the “U.S. Borrower” and, together with the Parent Borrower, collectively, the “Borrowers”), Axalta Coating Systems U.S., Inc. (f/k/a Coatings Co. U.S. Inc.), a Delaware corporation (“U.S. Holdings”), Axalta Coating Systems Ltd., an exempted company limited by shares organized under the laws of Bermuda (“Holdings”), the lenders from time to time party thereto and Barclays Bank PLC, as administrative agent (in such capacity, the “Administrative Agent”) and as collateral agent (in such capacity, the “Collateral Agent”), (ii) that certain Security Agreement, dated as of February 1, 2013 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), by and among the grantors party thereto and the Collateral Agent, (iii) the Intellectual Property Security Agreement, dated as of February 1, 2013 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “IP Security Agreement”), by and among the grantors party thereto and the Collateral Agent, (iv) that certain Intellectual Property Security Agreement Supplement, dated January 13, 2016, made by the Grantor in favor of the Collateral Agent (“Supplement 1”) and (v) that certain Intellectual Property Security Agreement Supplement, dated June 1, 2017, made by the Grantor and the other grantors party thereto in favor of the Collateral Agent for the Secured Parties (“Supplement 2” and, together with the Security Agreement, the IP Security Agreement and Supplement 1, the “Security Agreements”).

B. Pursuant to the Security Agreements, the Grantor granted to the 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 trademark and service mark registrations and applications set forth in Schedule I hereto (together with the goodwill symbolized thereby, the “Registered IP Collateral”), and such security interest in the Registered IP Collateral was recorded with the United States Patent & Trademark Office (the “USPTO”) on January 13, 2016 at Reel/Frame 005708/0488 and August 11, 2017 at Reel/Frame 006128/0115.

C. Pursuant to the Eleventh Amendment to Credit Agreement and First Amendment to Amended and Restated Guaranty Agreement, dated as of December 20, 2022, by and among the Borrowers, U.S. Holdings, Holdings and Barclays Bank PLC, as the Administrative Agent and the Collateral Agent, the Collateral Agent agreed to release the security granted by the Grantor in the Registered IP Collateral pursuant to the Security Agreements.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby states as follows:

SECTION 1. Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement or the Security Agreements, as applicable.

SECTION 2. Release. The Collateral Agent, on behalf of itself, the Lenders, the other Secured Parties, and their respective successors and assigns, hereby terminates, releases, relinquishes and discharges all of its lien and security interest granted under the Credit Agreement and each Security Agreement in the Registered IP Collateral (and all goodwill associated therewith) and any right, title or interest granted under the Credit Agreement and each Security Agreement it has in the Registered IP Collateral shall hereby cease and become void. This Release is made without representation or warranty by, or recourse to, the Collateral Agent or any Lender or other Secured Party.

SECTION 3. Further Assurances. The Collateral Agent hereby authorizes the Grantor or the Grantor's authorized representative to record this Release with the USPTO. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary, or reasonably requested by the Grantor, to effect and record the release of the security interest contemplated hereby, solely at the Parent Borrower's cost.

SECTION 4. Electronic Execution. The words "execution," "signed," "signature," and words of like import in this Release or any amendment or other modification hereof or thereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Any signature to this Release or any amendment or other modification hereof or thereof (including waivers and consents) may be delivered by facsimile, electronic mail (including .pdf) or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method (including, but not limited to, Uniform Electronic Transactions Act, or other applicable Law, e.g., www.docuSign.com) and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable Law.

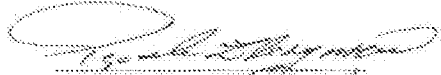
THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed as of the day and year first above written.

BARCLAYS BANK PLC, as Collateral Agent,

By:


Name: *Zbigniew Pecak*
Title: *Assistant Vice President*

SCHEDULE I

Trademarks

Owner	Trademark	Serial. No. Filing Date	Reg. No. Reg. Date
CHEMSPEC USA, LLC	NEXT GENERATION PAINT AND COATINGS	87221642 10/31/2016	5293159 09/19/2017
CHEMSPEC USA, LLC	NEW MINDSET - NEW RESULTS.	87221648 10/31/2016	5347619 11/28/2017
CHEMSPEC USA, LLC	METALUX	85529801 01/31/2012	4202398 09/04/2012
CHEMSPEC USA, LLC	METACRYL	85326216 05/20/2011	4119684 03/27/2012
CHEMSPEC USA, LLC	MONTANA	78912713 06/20/2006	3631437 06/02/2009
CHEMSPEC USA, LLC	CHEMSPEC	78828128 03/03/2006	3538795 11/25/2008
CHEMSPEC USA, LLC	METALUX 2 PROFESSIONAL REFINISHING	78828129 03/03/2006	3518322 10/14/2008
CHEMSPEC USA, LLC	BIG SKY	74711379 08/04/1995	2086351 08/05/1997