

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHROMA COLOR CORPORATION		04/21/2023	Corporation: NORTH CAROLINA
CHROMA COLOR HOLDINGS INC.		04/21/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Collateral Agent		
Street Address:	320 South Canal Street, 14th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	90527200	EPOLIN	
Serial Number:	90527225	EPOLIGHT	
Serial Number:	88283797	CHROMARK	
Serial Number:	88169081	ULTRABATCH	
Serial Number:	87592181	ULTRAPET	
Serial Number:	86944989	LIQUISOL	
Serial Number:	86551273	G3	
Serial Number:	86551269	G3	
Serial Number:	85929853	FLAMASOL FR	
Serial Number:	85919786	MICROBLOK	
Serial Number:	85705888	SOLUPUR	
Serial Number:	85216303	SOLUPLAS	
Serial Number:	77694028	G2 GO GREEN SAVE GREEN	
Serial Number:	77635585	G2	
Serial Number:	76000181	EXCELLENCE IN COLOR	
Serial Number:	75942537	CHROMA EXCELLENCE IN COLOR	
Serial Number:	75942551	CHROMA	

CH \$515.00 90527200

Property Type	Number	Word Mark
Serial Number:	90715004	CHROMAPCRPET
Serial Number:	90715001	CHROMATRANSPARENT
Serial Number:	90837370	CHROMAQUASAR

CORRESPONDENCE DATA

Fax Number:

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.

Email: sharon.elkin@katten.com

Correspondent Name: Sharon Elkin c/o Katten

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Sharon Elkin
SIGNATURE:	/Sharon Elkin/
DATE SIGNED:	04/21/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated April 21, 2023, is made by the Person listed on the signature pages hereof (the “*Pledgor*”) in favor of BMO Harris Bank N.A., as collateral agent (together with its permitted successors in such capacity the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, CHROMA COLOR CORPORATION, a North Carolina corporation (the “*Borrower*”), has entered into a Credit Agreement, dated as of April [●], 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with CHROMA COLOR HOLDINGS INC., a Delaware corporation (“*Holdings*”), BMO Harris Bank N.A., as the Administrative Agent and Collateral Agent, and the Lenders party thereto.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders under the Credit Agreement, each Pledgor has executed and delivered that certain Pledge and Security Agreement, dated April [●], 2023, by Holdings, the Borrower, the Pledgor, the other grantors party thereto from time to time and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Pledgor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Trademarks of the Pledgor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and any other appropriate domestic governmental authorities.

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

- (1) Grant of Security. The Pledgor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Pledgor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired (the “*Collateral*”):
 - (a) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto to the extent that, and so long as creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein, and such trademarks shall not be set forth in Schedule A), together with the goodwill symbolized thereby (the “*Trademarks*”);
 - (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto;
 - (c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of

the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

- (d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term "Collateral," shall not include any lease, license or other agreement to the extent that (and only for so long as) a grant of a security interest therein would violate or invalidate such lease, license, or agreement, or create a right of termination in favor of any other party thereto (other than any Pledgor), in each case to the extent not rendered unenforceable pursuant to applicable provisions of the UCC or other applicable law, provided, that the Collateral includes proceeds and receivables of any property excluded under the foregoing proviso, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition; provided further that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to any Excluded Assets.

(2) Security for Obligations. The grant of a security interest in, the Collateral by the Pledgor under this Trademark Security Agreement secures the payment of all Obligations of such Pledgor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Pledgor, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) that would be owed by such Pledgor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

(3) Termination. Upon the occurrence of the events described in Section 9.11(a)(i) of the Credit Agreement, 9.11(b) of the Credit Agreement (with respect to any Grantor) or any subclause of 9.11(a) of the Credit Agreement (with respect to any individual item of Collateral), the applicable security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the applicable Collateral under this Trademark Security Agreement all in accordance with the terms of the Credit Agreement and the Security Agreement.

(4) Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

(5) Execution in Counterparts. This Trademark Security Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

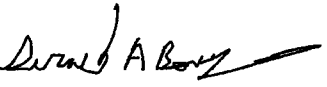
(6) Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent 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 therein. 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.

(7) Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

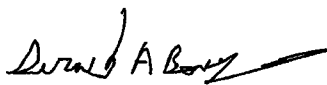
[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Security Agreement to be duly executed and delivered by their respective officer thereunto duly authorized as of the date first above written.


CHROMA COLOR CORPORATION

By: 
Name: Gerald (L.J.) Baillargeon
Title: Chief Financial Officer and Treasurer

EPOLIN, LLC

By: 
Name: Gerald (L.J.) Baillargeon
Title: Chief Financial Officer and Treasurer

BMO HARRIS BANK N.A.,
as Collateral Agent

By: 

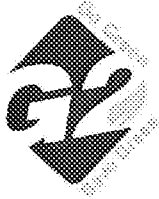


Name: Stephen Mueller

Title: Managing Director

Schedule A to the Trademark Security Agreement

United States Trademarks

Trademark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner of Record
EPOLIN	90527200 12-FEB-2021	6887022 01-NOV-2022	East Coast Colorants, LLC d/b/a/ EPOLIN, LLC
EPOLIGHT	90527225 12-FEB-2021	6891847 08-NOV-2022	East Coast Colorants, LLC d/b/a/ EPOLIN, LLC
CHROMARK	88283797 31-JAN-2019	6158992 22-SEP-2020	CHROMA COLOR CORPORATION
ULTRABATCH	88169081 25-OCT-2018	5887277 15-OCT-2019	CHROMA COLOR CORPORATION
ULTRAPET	87592181 31-AUG-2017	5650488 08-JAN-2019	CHROMA COLOR CORPORATION
LIQUISOL	86944989 18-MAR-2016	5194211 02-MAY-2017	CHROMA COLOR CORPORATION
 G3	86551273 03-MAR-2015	4974370 07-JUN-2016	CHROMA COLOR CORPORATION
G3	86551269 03-MAR-2015	4974369 07-JUN-2016	CHROMA COLOR CORPORATION
FLAMASOL FR	85929853 13-MAY-2013	4443892 03-DEC-2013	CHROMA COLOR CORPORATION
MICROBLOK	85919786 01-MAY-2013	4474136 28-JAN-2014	CHROMA COLOR CORPORATION
SOLUPUR	85705888 16-AUG-2012	4351661 11-JUN-2013	CHROMA COLOR CORPORATION
SOLUPLAS	85216303 12-JAN-2011	4009450 09-AUG-2011	CHROMA COLOR CORPORATION

Trademark	Serial No./ Filing Date	Reg. No./ Reg.Date	Owner of Record
G2 GO GREEN SAVE GREEN 	77694028 18-MAR-2009	3727652 22-DEC-2009	CHROMA COLOR CORPORATION
G2	77635585 18-DEC-2008	3660510 28-JUL-2009	CHROMA COLOR CORPORATION
EXCELLENCE IN COLOR	76000181 15-MAR-2000	2647911 12-NOV-2002	CHROMA COLOR CORPORATION
CHROMA EXCELLENCE IN  COLOR	75942537 13-MAR-2000	2687793 18-FEB-2003	CHROMA COLOR CORPORATION
 CHROMA	75942551 13-MAR-2000	2647895 12-NOV-2002	CHROMA COLOR CORPORATION

United States Trademark Applications

Trademark	Application No./ Filing Date	Applicant
CHROMA PCRPET	90715004 15-MAY-2021	Chroma Color Corporation
CHROMA TRANSPARENT	90715001 17-MAY-2021	Chroma Color Corporation
CHROMAQUASAR	90837370 20-JUL-2021	Chroma Color Corporation