

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826892

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Resin Solutions LLC		07/20/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4227485	DYMALINK	
Registration Number:	0870278	POLY BD	
Registration Number:	1138541	WINGTACK	
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:	415-591-1000		
Email:	TrademarksSF@winston.com		
Correspondent Name:	Becky Troutman		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky Troutman (ker)		
SIGNATURE:	/Becky Troutman/		
DATE SIGNED:	07/25/2023		
Total Attachments: 7			
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TRADEMARK

REEL: 008144 FRAME: 0297

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”), dated as of July 20, 2023, is entered into by and among the Person listed on the signature pages hereof (the “Grantor”), and KEYBANK NATIONAL ASSOCIATION, as Collateral Agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Collateral Agent”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the PLEDGE AND SECURITY AGREEMENT, dated as of July 20, 2023 (the “Pledge and Security Agreement”), by and among RESIN SOLUTIONS LLC, a Delaware limited liability company (the “Lead Borrower”), RESIN SOLUTIONS INTERMEDIATE CORPORATION, a Delaware corporation (“Holdings”), and each of the subsidiaries of the Lead Borrower listed on Annex A thereto, and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in the Credit Agreement shall apply to this IP Security Agreement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(d) of the Pledge and Security Agreement, the Grantor has agreed to execute or otherwise authenticate this IP Security Agreement for recording the Security Interest granted under the Pledge and Security Agreement to the Collateral Agent in the Grantor’s Registered Intellectual Property Collateral with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property Collateral.

Accordingly, the Collateral Agent and the Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a Security Interest and continuing lien in all of the Grantor’s right, title and interest in and to the United States Trademark registrations and applications, (the Trademark Collateral), United States Patent registrations and applications, (the Patent Collateral) set forth in Schedule A hereto (collectively, the “Collateral”).

SECTION 2. Security for Obligations. The grant of a Security Interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Pledge and 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 Collateral Agent with respect to the Collateral are more fully set forth in the Pledge and 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 IP Security Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e., a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.


SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Pledge and Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable 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.

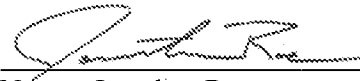
SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 10.01 of the Credit Agreement.

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

RESIN SOLUTIONS LLC, as a Grantor

By: 
Name: Michael Shepard
Title: Vice President and Treasurer

KEYBANK NATIONAL ASSOCIATION, as
Collateral Agent

By: 
Name: Jonathan Roe
Title: Vice President

SCHEDULE A TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES PATENTS

Title	Filing Date	Filing Number	Grant Date	Grant Number	Owner of record/Applicant
METHOD FOR ADHERING FABRIC TO RUBBER, TREATED FABRIC, AND FABRIC-RUBBER COMPOSITES	5/13/2005	11/128,946	1/27/2009	7,482,290	Resin Solutions LLC
FARNESENE-BASED TACKIFYING RESINS AND ADHESIVE COMPOSITIONS CONTAINING THE SAME	8/2/2018	16/053,269	6/25/2019	10,329,462	Resin Solutions LLC
FARNESENE-BASED TACKIFYING RESINS AND ADHESIVE COMPOSITIONS CONTAINING THE SAME	7/31/2015	14/815,114	9/11/2018	10,072,186	Resin Solutions LLC
CHAIN END HYDROXYL FUNCTIONALIZED BRANCHED POLYFARNESENES OBTAINED BY RADICAL POLYMERIZATION	11/22/2019	16/692,543	10/11/2022	11,466,118	Resin Solutions LLC
FARNESENE-BASED TACKIFYING RESINS AND ADHESIVE COMPOSITIONS CONTAINING THE SAME	1/10/2020	16/739,924	11/29/2022	11,512,234	Resin Solutions LLC
HIGH MELT STRENGTH POLYPROPYLENE AND PROCESS OF PREPARATION THEREOF	3/25/2021	17/212,772	--	--	Resin Solutions LLC

POLYMER COMPOSITION AND USE FOR MAKING ADHESIVE AND ARTICLE CONTAINING IT	3/15/2019	16/981,358	5/24/2022	11,339,239	Resin Solutions LLC
METHOD FOR THE PREPARATION OF A COMPOSITION ENRICHED IN 2- METHYL-BUT-2-ENE AND USE FOR MAKING A POLYMER	9/16/2020	17/762,920	--	--	Resin Solutions LLC

UNITED STATES TRADEMARKS

Mark	Country	Application Number	File Date	Registration Number	Registration Date	Owner
DYMALINK	US	85/441,597	10/7/2011	4,227,485	10/16/2012	Resin Solutions LLC
POLY BD	US	72/182,668	12/9/1963	870,278	6/3/1969	Resin Solutions LLC
WINGTACK	US	73/211,400	4/12/1979	1,138,541	8/12/1980	Resin Solutions LLC