

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM832700

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PERFORMANCE ADDITIVES L.L.C.		08/02/2023	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRUIST BANK		
<b>Street Address:</b>	P.O. Box 1626		
<b>City:</b>	Wilson		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27894		
<b>Entity Type:</b>	Banking Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4967839	MERKON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6106401965		
<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>			
<b>Phone:</b>	6106405800		
<b>Email:</b>	trademarks@stradley.com		
<b>Correspondent Name:</b>	Stradley Ronon Stevens & Young, LLP		
<b>Address Line 1:</b>	Donna Marie Davidson		
<b>Address Line 2:</b>	30 Valley Stream Parkway		
<b>Address Line 4:</b>	Malvern, PENNSYLVANIA 19355		
<b>ATTORNEY DOCKET NUMBER:</b>	186948-0061		
<b>NAME OF SUBMITTER:</b>	Donna Marie Davidson		
<b>SIGNATURE:</b>	/Donna Marie Davidson/		
<b>DATE SIGNED:</b>	08/17/2023		
<b>Total Attachments: 5</b>			
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## Trademark Security Agreement

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of August 2, 2023 (this “Security Agreement”), is made by PERFORMANCE ADDITIVES L.L.C., a Pennsylvania limited liability company (the “Grantor”), in favor of TRUIST BANK, as Lender (in such capacity, together with its successors and permitted assigns, the “Lender”).

**WHEREAS**, the Grantor, as borrower, and the Lender have entered into a Revolving Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

**WHEREAS**, in connection with the Credit Agreement, the Grantor, as borrower, and certain of their Subsidiaries have entered into the Guaranty and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Lender; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**Section 1**     Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2**     Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Lender, and grants to the Lender a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary, the Trademark Collateral does not include any Excluded Property (as defined in the Credit Agreement).

**Section 3**     Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted

hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4**      **Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by the Grantor in its own name as of the date hereof.

**Section 5**      **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

**Section 6**      **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

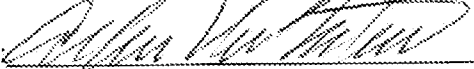
**Section 7**      **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Commonwealth of Pennsylvania.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the Grantor, intending to be legally bound hereby, has caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

GRANTOR:

PERFORMANCE ADDITIVES L.L.C.

By: 

Name: Arthur Van Nostrand

Title: President

[CORPORATE SEAL]

Acknowledged and Agreed to as of the date hereof:

LENDER:

TRUIST BANK, as Lender

By: \_\_\_\_\_

Name: Ryan Parnell

Title: Senior Vice President

IN WITNESS WHEREOF, the Grantor, intending to be legally bound hereby, has caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

**GRANTOR:**

**PERFORMANCE ADDITIVES L.L.C.**

By: \_\_\_\_\_

Name: Arthur Van Nostrand

Title: President

[CORPORATE SEAL]

Acknowledged and Agreed to as of the date hereof:

**LENDER:**

**TRUIST BANK, as Lender**

By: *Ryan Parnell*

Name: Ryan Parnell

Title: Senior Vice President

Trademarks

I. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Number</u>	<u>Date</u>	<u>Country</u>
MERKON	4967839	4967839	USA

II. TRADEMARK APPLICATIONS

None.