

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM834576

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (2nd Lien)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANGUS Chemical Company		08/14/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC, as Collateral Agent
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	98045735	ADVANCD
Serial Number:	97893779	BESTBAC
Serial Number:	97912353	A
Serial Number:	97843834	ESSENTIAL INPUTS. EXTRAORDINARY OUTCOMES
Serial Number:	97912360	A ADVANCION
Serial Number:	97583617	VANTEON
Serial Number:	97583596	ADVANCION
Serial Number:	98102130	CAPTIVAIR CRYSTALS

CORRESPONDENCE DATA

Fax Number: 2124552502

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.

Phone: 2124552592

Email: jnull@stblaw.com

Correspondent Name: Courtney Welshimer

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/2259

CH \$215.00 98045735

NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	08/25/2023
Total Attachments: 6 source=Kobe - Trademark Security Agreement (Second Lien) (Executed)(58751009.1)#page1.tif source=Kobe - Trademark Security Agreement (Second Lien) (Executed)(58751009.1)#page2.tif source=Kobe - Trademark Security Agreement (Second Lien) (Executed)(58751009.1)#page3.tif source=Kobe - Trademark Security Agreement (Second Lien) (Executed)(58751009.1)#page4.tif source=Kobe - Trademark Security Agreement (Second Lien) (Executed)(58751009.1)#page5.tif source=Kobe - Trademark Security Agreement (Second Lien) (Executed)(58751009.1)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated August 14, 2023, is made by the Person listed on the signature pages hereof (the “*Pledgor*”) in favor of Jefferies Finance LLC, 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, ARUBA INVESTMENTS HOLDINGS, LLC, a Delaware corporation, has entered into a Second Lien Credit Agreement, dated as of November 24, 2020 (as amended by the First Amendment, dated as of June 30, 2023, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with KOBE US MIDCO 3, INC., a Delaware corporation (“*Holdings*”), ARUBA INVESTMENTS HOLDINGS, LLC, a Delaware limited liability company (the “*Borrower*”), JEFFERIES FINANCE LLC, as the Administrative Agent and Collateral Agent, and the Lenders party thereto.

WHEREAS, as a condition precedent to the making of the Term Loans by the Lenders under the Credit Agreement, the Pledgor has executed and delivered that certain Second Lien Pledge and Security Agreement, dated November 24, 2020, 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 has 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 and to 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 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), 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, any and all of the Collateral of 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) Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

(4) 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.

(5) 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 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.

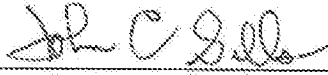
(6) Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS

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, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF.

[Signature Pages Follow]

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

ANGUS CHEMICAL COMPANY

By: 
Name: John Sills
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 008178 FRAME: 0120

JEFFERIES FINANCE LLC,
as Collateral Agent

By: *Peter Cucchiara*
Name: Peter Cucchiara
Title: Senior Vice President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 008178 FRAME: 0121

Schedule A to the Trademark Security Agreement

Trademarks

None.

Trademark Applications

Trademark	Reg. #	Appl. #	Owner
ADVANCD		98045735 ¹	ANGUS CHEMICAL COMPANY
BESTBAC		97893779	ANGUS CHEMICAL COMPANY
A		97912353 ²	ANGUS CHEMICAL COMPANY
ESSENTIAL INPUTS. EXTRAORDINARY OUTCOMES.		97843834 ³	ANGUS CHEMICAL COMPANY
A ADVANCION		97912360 ⁴	ANGUS CHEMICAL COMPANY
VANTEON		97583617 ⁵	ANGUS CHEMICAL COMPANY
ADVANCION		97583596 ⁶	ANGUS CHEMICAL COMPANY
CAPTIVAIR CRYSTALS		98102130 ⁷	ANGUS CHEMICAL COMPANY

¹ This is an intent-to-use trademark application and is not included in the Collateral until a Statement of Use or Amendment to Allege Use is filed with the United States Patent and Trademark Office.

² This is an intent-to-use trademark application and is not included in the Collateral until a Statement of Use or Amendment to Allege Use is filed with the United States Patent and Trademark Office.

³ This is an intent-to-use trademark application and is not included in the Collateral until a Statement of Use or Amendment to Allege Use is filed with the United States Patent and Trademark Office.

⁴ This is an intent-to-use trademark application and is not included in the Collateral until a Statement of Use or Amendment to Allege Use is filed with the United States Patent and Trademark Office.

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