

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845867

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Venator Chemicals LLC		10/12/2023	Limited Liability Company: NORTH CAROLINA
Venator Materials LLC		10/12/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Eclipse Business Capital LLC		
Street Address:	333 West Wacker Drive		
Internal Address:	Suite 950		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	0901671	COPPER-COUNT	
Registration Number:	2712453	OXY-SIX	
Registration Number:	1299172	PRACT	
Registration Number:	0409070	NUODEX	
Registration Number:	0410530	NUODEX	
Registration Number:	0345130	NUODEX	
Registration Number:	5661996	VENATOR	
Registration Number:	5662038	VENATOR	
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:	6172485000		
Email:	tmadmin@choate.com		
Correspondent Name:	Choate Hall & Stewart LLP		
Address Line 1:	Two International Place		

OP \$215.00 0901671

Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	2013013-0013
NAME OF SUBMITTER:	Brian E. Reese
SIGNATURE:	/Brian E. Reese/
DATE SIGNED:	10/13/2023
Total Attachments: 6 source=Eclipse __ Venator - Trademark Security Agreement (Executed)#page1.tif source=Eclipse __ Venator - Trademark Security Agreement (Executed)#page2.tif source=Eclipse __ Venator - Trademark Security Agreement (Executed)#page3.tif source=Eclipse __ Venator - Trademark Security Agreement (Executed)#page4.tif source=Eclipse __ Venator - Trademark Security Agreement (Executed)#page5.tif source=Eclipse __ Venator - Trademark Security Agreement (Executed)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is dated as of October 12, 2023, by Venator Chemicals LLC, a Delaware limited liability company and Venator Materials LLC, a North Carolina limited liability company (each, individually, a “Grantor” and, collectively, the “Grantors”), in favor of ECLIPSE BUSINESS CAPITAL LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain ABL U.S. Collateral Agreement dated as of October 12, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) (x) all United States and Canadian trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, social and mobile media identifiers, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act) or in the Canadian Intellectual Property Office, and all renewals thereof, and (y) all IP Agreements under which a Grantor is an exclusive licensee of registered or applied-for Trademarks, including, in the case of (x), those listed on Schedule I;
- (b) all goodwill associated therewith or symbolized thereby;
- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and Canadian Intellectual Property Office. Each Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in two or more counterparts, each of which will constitute an original but all of which when taken together will constitute but one contract, and will become effective as provided in Section 7.04 of the Security Agreement. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile or other electronic transmission will be as effective as delivery of a manually signed original.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).


[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VENATOR CHEMICALS LLC,
as a Grantor

By: 
Name: Kurt D. Ogden
Title: Executive Vice President and
Chief Financial Officer

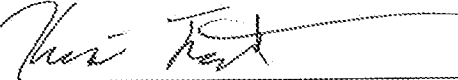
VENATOR MATERIALS LLC,
as a Grantor

By: 
Name: Kurt D. Ogden
Title: Executive Vice President and
Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

ECLIPSE BUSINESS CAPITAL LLC, as Collateral
Agent

By: 
Name: Kevin Trout
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Country	App. No.	App. Date	Reg. No.	Registered Owner	Current Beneficial Owner
COPPER-COUNT	United States	72351501	February 16, 1970	0901671	Venator Chemicals LLC	Venator Chemicals LLC
OXY-SIX ¹	United States	76010434	March 27, 2000	2712453	Venator Chemicals LLC	Venator Chemicals LLC
PREACT (Stylized)	United States	73427090	May 23, 1983	1299172	Venator Chemicals LLC	Venator Chemicals LLC
NUODEX	United States	71468807	March 29, 1944	0409070	Venator Americas ² LLC	Venator Materials LLC
NUODEX	United States	71472430	July 20, 1944	0410530	Venator Americas LLC	Venator Materials LLC
NUODEX	United States	71386494	December 08, 1936	0345130	Venator Americas LLC ³	Venator Materials LLC
VENATOR	United States	87/247,886	November 25, 2016	5661996	Venator Materials LLC	Venator Materials LLC
VENATOR and Design	United States	87301124	January 13, 2017	5662038	Venator Materials LLC	Venator Materials LLC
COPAC	Canada	0466523	06/03/1981	TMA262533	Venator Americas LLC	Venator Materials LLC

¹ Grantor elected not to pay the renewal for this registration that was due in May. It is still within the six-month grace period for late renewal, but Grantor does not intend to renew.

² Trademarks registered to Venator Americas LLC are in process of being transferred to Venator Materials LLC via a contribution agreement. Grantor is in process of updating title with the applicable IP offices.

³ The chain of title for this registration is missing a transfer/change of name from Elementis Specialties Netherlands B.V. to Elementis Pigments, Inc. As this occurred prior to Grantor's acquisition of this registration, Grantor does not have the transfer/name change documentation to file with the USPTO.

Trademark	Country	App. No.	App. Date	Reg. No.	Registered Owner	Current Beneficial Owner
EXKIN	Canada	0305143	23/05/1967	TMA155463	Venator Americas LLC	Venator Materials LLC
DRYMAX	Canada	1305159	12/06/2006	TMA704661	Venator Americas LLC	Venator Materials LLC
NUACT	Canada	1305059	12/06/2006	TMA697225	Venator Americas LLC	Venator Materials LLC
NUOCURE	Canada	0313936	13/06/1968	TMA162245	Venator Americas LLC	Venator Materials LLC
NUODEX	Canada	0163734	16/02/1934	UCA2372	Venator Americas LLC	Venator Materials LLC
NUXTRA	Canada	0399933	08/07/1976	TMA226082	Venator Americas LLC	Venator Materials LLC
POWER-PAK	Canada	0826217	18/10/1996	TMA505633	Venator Americas LLC	Venator Materials LLC
SPARMITE	Canada	0887528	17/08/1998	TMA528890	Venator Americas LLC	Venator Materials LLC
TIOXIDE	Canada	0237165	08/11/1957	TMA108546	Venator Group Canada Inc	Venator Group Canada Inc
VENATOR	Canada	1811231	25/11/2016	TMA1065725	Venator Materials LLC	Venator Materials LLC

* Registered Owner field may not be updated and may not reflect actual owner due to recent corporate restructuring and entity name changes.