

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854374

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHASE CORPORATION		11/15/2023	Corporation: MASSACHUSETTS
C.I.M. INDUSTRIES INC.		11/15/2023	Corporation: NEW HAMPSHIRE
NEPTCO INCORPORATED		11/15/2023	Corporation: RHODE ISLAND
NEPTCO JV LLC		11/15/2023	Limited Liability Company: DELAWARE
NUCERA SOLUTIONS LLC		11/15/2023	Limited Liability Company: DELAWARE
STEWART SUPERABSORBENTS, LLC		11/15/2023	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, as collateral agent		
Street Address:	500 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 74			
Property Type	Number	Word Mark	
Registration Number:	2038535	CIM	
Registration Number:	4896291	4EVASEAL	
Registration Number:	1669447	BLH2OCK	
Registration Number:	1305613	C	
Registration Number:	1314605	C	
Registration Number:	3128954	CHASE & SONS	
Registration Number:	6746877	CHASE BLH2OCK	
Registration Number:	3608923	CHASE CORPORATION	
Registration Number:	7108179	DON'T LEAVE IT TO CHANCE, LEAVE IT TO CH	
Registration Number:	1674706	DUALITE	
Registration Number:	5291690	DURADOCUMENT	

CH \$1865.00 2038535

Property Type	Number	Word Mark
Registration Number:	1749713	ENVIROPRIME
Registration Number:	1188650	GREENLINE
Registration Number:	1812151	HANDY CAP
Registration Number:	1723764	HANDY CAPS
Registration Number:	1379924	HUMISEAL
Registration Number:	2067985	OMNIPRIME
Registration Number:	2393050	PAPER TYGER
Registration Number:	3693115	PAPER TYGER DEFENDER
Registration Number:	2814217	PHYZITE
Registration Number:	5847167	RESIN DESIGNS
Registration Number:	5847168	RESIN DESIGNS
Registration Number:	3608871	ROSPHALT
Registration Number:	1460509	ROYSTON
Registration Number:	1824026	TAPECOAT
Registration Number:	1483967	TAPECOAT
Registration Number:	0826697	TAPECOAT
Registration Number:	1876229	TC
Registration Number:	0822265	TC
Registration Number:	0672397	TC
Registration Number:	4918495	TERRASHIELD
Registration Number:	6029574	VIVID CURE
Registration Number:	2246442	FIREFITE
Registration Number:	2051025	HIGH-DRAW
Registration Number:	1266309	MULETAPE
Registration Number:	1378761	N
Registration Number:	2048014	NEPTAPE
Registration Number:	1439034	NEPTCO
Registration Number:	2956842	QUADTAPE
Registration Number:	2061523	SLICKTAPE
Registration Number:	4097067	TRACE-SAFE WATER BLOCKING TRACER WIRE
Registration Number:	3508083	AQUABLOK
Registration Number:	2143149	AQUABLOK
Registration Number:	1797425	LIGHTLINE
Registration Number:	2065525	B
Registration Number:	0667946	B
Registration Number:	0920993	BARECO
Registration Number:	2804295	BRINGS SCIENCE TO THE ART OF CANDLE MAKI
Registration Number:	1574124	CARDIS

Property Type	Number	Word Mark
Registration Number:	0435308	CARDIS
Registration Number:	0436208	CARDIS
Registration Number:	0859525	CERAMER
Registration Number:	4185078	DIAX
Registration Number:	2394947	DIAX
Registration Number:	6616354	NUCERA SOLUTIONS
Registration Number:	2979474	PERFORMA
Registration Number:	2299993	PERFORMA V
Registration Number:	2299989	PERFORMACID
Registration Number:	2299988	PERFORMACOL
Registration Number:	2302129	PERFORMALENE
Registration Number:	2299987	PERFORMATHOX
Registration Number:	0584310	POLYMEKON
Registration Number:	1142167	POLYWAX
Registration Number:	2329723	POMAREZ
Registration Number:	0575505	STARWAX
Registration Number:	0755800	ULTRAFLEX
Registration Number:	6878485	UNILIN
Registration Number:	1869148	UNITHOX
Registration Number:	1562892	UNITHOX
Registration Number:	0579618	VICTORY
Registration Number:	3195958	VYBAR POLYMERS
Registration Number:	2961359	ZAP-LOC
Registration Number:	5108986	ZAPPAK
Registration Number:	5109950	ZAPZORB

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 2028357500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 44378.00052

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED:

11/17/2023

Total Attachments: 10

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of November 15, 2023, is made by CHASE CORPORATION, a Massachusetts corporation (“Chase”), C.I.M. INDUSTRIES INC., a New Hampshire corporation (“C.I.M.”), NEPTCO INCORPORATED, a Rhode Island corporation (“NEPTCO”), NEPTCO JV LLC, a Delaware limited liability company (“Neptco JV”), NUCERA SOLUTIONS LLC, a Delaware limited liability company (“NuCera”) and STEWART SUPERABSORBENTS, LLC, a North Carolina limited liability company (“Stewart”, together with Chase, C.I.M., NEPTCO, NEPTCO JV and NuCera, each a “Grantor” and collectively the “Grantors”), in favor of ANTARES CAPITAL LP, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of November 15, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among FORMULATIONS INTERMEDIATE CORPORATION, a Delaware corporation (“Holdings”), FORMULATIONS PARENT CORPORATION, a Delaware corporation (the “Parent Borrower”), each of the Subsidiaries listed on the signature pages thereto or that becomes a party thereto pursuant to Section 8.14 thereof (each such entity being a “Subsidiary Grantor” and, collectively, the “Subsidiary Grantors”), and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of November 15, 2023, in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with Holdings and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement, as applicable.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the

Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, as applicable, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other electronic transmission of the relevant signature pages hereof, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**CHASE CORPORATION
C.I.M. INDUSTRIES INC.
NUCERA SOLUTIONS LLC,**
each, as a Grantor

By: 
Name: Michael J. Bourque
Title: Treasurer

NEPTCO INCORPORATED,
as a Grantor


By: _____
Name: Adam P. Chase
Title: President

NEPTCO JV LLC,
as a Grantor

By: NEPTCO Incorporated
Its: Sole Member

By: _____
Name: Adam P. Chase
Title: President

STEWART SUPERABSORBENTS, LLC,
as a Grantor


By: 
Name: Michael J. Bourque
Title: Manager

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**CHASE CORPORATION
C.I.M. INDUSTRIES INC.
NUCERA SOLUTIONS LLC,**
each, as a Grantor


By: _____
Name: Michael J. Bourque
Title: Treasurer

NEPTCO INCORPORATED,
as a Grantor

By:  _____
Name: Adam P. Chase
Title: President

NEPTCO JV LLC,
as a Grantor

By: NEPTCO Incorporated
Its: Sole Member


By:  _____
Name: Adam P. Chase
Title: President

STEWART SUPERABSORBENTS, LLC,
as a Grantor

By: _____
Name: Michael J. Bourque
Title: Manager




[Signature Page to Grant of Security Interest in Trademark Rights]

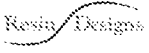

ANTARES CAPITAL LP,
as Collateral Agent

By:  _____
Name: Jeffrey Lorefice
Title: Its Duly Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
C.I.M. INDUSTRIES, INC.	75038716	2038535	CIM
CHASE CORP.	86417912	4896291	4EVASEAL ⁴ EVASEAL
CHASE CORP.	74077669	1669447	BLH2OCK ^B LH ₂ OCK
CHASE CORP.	73453592	1305613	
CHASE CORP.	73461084	1314605	
CHASE CORP.	78571634	3128954	CHASE & SONS CHASE & SONS
CHASE CORP.	97170955	6746877	CHASE BLH2OCK CHASE BLH2OCK
CHASE CORP.	78785371	3608923	CHASE CORPORATION 
CHASE CORP.	88679261	7108179	DON'T LEAVE IT TO CHANCE, LEAVE IT TO CHASE <small>DON'T LEAVE IT TO CHANCE LEAVE IT TO CHASE</small>
CHASE CORP.	74052761	1674706	DUALITE
CHASE CORP.	86824594	5291690	DURADOCUMENT DURADOCUMENT
CHASE CORP.	74281501	1749713	ENVIROPRIME ENVIROPRIME
CHASE CORP.	73307169	1188650	GREENLINE
CHASE CORP.	74377797	1812151	HANDY CAP

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
CHASE CORP.	74213299	1723764	HANDY CAPS
CHASE CORP.	73533153	1379924	HUMISEAL
CHASE CORP.	75032591	2067985	OMNIPRIME
CHASE CORP.	75695904	2393050	PAPER TYGER
CHASE CORP.	77197908	3693115	PAPER TYGER DEFENDER <small>PAPER TYGER DEFENDER</small>
CHASE CORP.	78157410	2814217	PHYZITE
CHASE CORP.	87507257	5847167	RESIN DESIGNS <small>RESIN DESIGNS</small>
CHASE CORP.	87507264	5847168	RESIN DESIGNS 
CHASE CORP.	77595967	3608871	ROSPHALT
CHASE CORP.	73650536	1460509	ROYSTON
CHASE CORP.	74380529	1824026	TAPECOAT
CHASE CORP.	73664862	1483967	TAPECOAT
CHASE CORP.	72242681	0826697	TAPECOAT
CHASE CORP.	74486144	1876229	TC
CHASE CORP.	72242682	0822265	TC
CHASE CORP.	72054650	0672397	TC
CHASE CORP.	85901079	4918495	TERRASHIELD <small>TERRASHIELD</small>
CHASE CORP.	87474790	6029574	VIVID CURE <small>VIVID CURE</small>
NEPTCO INC.	75202844	2246442	FIREFITE
NEPTCO INC.	75134886	2051025	HIGH-DRAW
NEPTCO INC.	73407598	1266309	MULETAPE
NEPTCO INC.	73493599	1378761	

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
NEPTCO INC.	75133880	2048014	NEPTAPE
NEPTCO INC.	73590592	1439034	NEPTCO
NEPTCO INC.	76592365	2956842	QUADTAPE <small>QUADTAPE</small>
NEPTCO INC.	75133890	2061523	SLICKTAPE
NEPTCO INC.	85201547	4097067	TRACE-SAFE WATER BLOCKING TRACER WIRE 
NEPTCO JV LLC	77404944	3508083	OK
NEPTCO JV LLC	75034225	2143149	AQUABLOK
NEPTCO JV LLC	74356791	1797425	LIGHTLINE
NUCERA SOLUTIONS LLC	74625142	2065525	B 
NUCERA SOLUTIONS LLC	72025884	0667946	B 
NUCERA SOLUTIONS LLC	72355792	0920993	BARECO
NUCERA SOLUTIONS LLC	76448076	2804295	BRINGS SCIENCE TO THE ART OF CANDLE MAKING
NUCERA SOLUTIONS LLC	73782835	1574124	CARDIS CARDIS
NUCERA SOLUTIONS LLC	71516044	0435308	CARDIS CARDIS
NUCERA SOLUTIONS LLC	71515135	0436208	CARDIS
NUCERA SOLUTIONS LLC	72279855	0859525	CERAMER
NUCERA SOLUTIONS LLC	85328501	4185078	DIAX <small>DIAX</small>

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
NUCERA SOLUTIONS LLC	75639239	2394947	DIAX
NUCERA SOLUTIONS LLC	90062877	6616354	NUCERA SOLUTIONS <small>NUCERA SOLUTIONS</small>
NUCERA SOLUTIONS LLC	78322335	2979474	PERFORMA PERFORMA
NUCERA SOLUTIONS LLC	75589720	2299993	PERFORMA V
NUCERA SOLUTIONS LLC	75589199	2299989	PERFORMACID
NUCERA SOLUTIONS LLC	75589179	2299988	PERFORMACOL
NUCERA SOLUTIONS LLC	75589722	2302129	PERFORMALENE
NUCERA SOLUTIONS LLC	75589079	2299987	PERFORMATHOX
NUCERA SOLUTIONS LLC	71636664	0584310	POLYMEKON POLYMEKON
NUCERA SOLUTIONS LLC	73157018	1142167	POLYWAX
NUCERA SOLUTIONS LLC	75711956	2329723	POMAREZ
NUCERA SOLUTIONS LLC	71624773	0575505	STARWAX STARWAX
NUCERA SOLUTIONS LLC	72095312	0755800	ULTRAFLEX ULTRAFLEX
NUCERA SOLUTIONS LLC	97047726	6878485	UNILIN UNILIN
NUCERA SOLUTIONS LLC	74480409	1869148	UNITHOX
NUCERA SOLUTIONS LLC	73772450	1562892	UNITHOX

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
NUCERA SOLUTIONS LLC	71624774	0579618	VICTORY VICTORY
NUCERA SOLUTIONS LLC	78676485	3195958	VYBAR POLYMERS <small>VYBAR POLYMERS</small>
STEWART SUPERABSORBENTS, LLC	78314651	2961359	ZAP-LOC
STEWART SUPERABSORBENTS, LLC	87036099	5108986	ZAPPAK ZAPPAK.
STEWART SUPERABSORBENTS, LLC	87127394	5109950	ZAPZORB ZAPZORB