

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI78570

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CCR Specialty Chemicals, LLC		03/07/2024	Limited Liability Company: DELAWARE
Crowley Chemical Company, LLC		03/07/2024	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Company Name:	Alter Domus (US) LLC, as agent		
Street Address:	225 W Washinton Street		
Internal Address:	9th floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	98219030	ATMOS	
Registration Number:	2775769	VIPLEX	
Registration Number:	1754724	VYCEL	
CORRESPONDENCE DATA			
Fax Number:	3122585600		
<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:	312258-5500		
Email:	TMDocket@afslaw.com		
Correspondent Name:	Kevin Knohl		
Address Line 1:	233 South Wacker Drive, Suite 7100		
Address Line 2:	11-C		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	404926.00038		
NAME OF SUBMITTER:	MS. KAROLYN RICHTER		
SIGNATURE:	MS. KAROLYN RICHTER		

OP \$90.00.00 98219030

DATE SIGNED:	03/07/2024
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS
AND TRADEMARK APPLICATIONS)

March 7, 2024

WHEREAS, CCR Specialty Chemicals, LLC, a Delaware limited liability company (“**CCR Specialty**”), and Crowley Chemical Company, LLC, a New York limited liability company (“**Crowley Chemical**” and together with CCR Specialty, collectively, the “**Grantors**”) own certain Trademarks (as defined below); and

WHEREAS , (i) Atmos Technologies Holdings LLC, a Delaware limited liability company (“**Atmos Technologies**”), and Rusmar Investment Holdings LLC, a Delaware limited liability company (“**Rusmar Investment**” together with Atmos Technologies, the “**Initial Borrowers**”), as Borrowers, (ii) Atmos Technologies Investment Holdings LLC, a Delaware limited liability company (“**Holdings**”), as a Guarantor, (iii) from and after the consummation of the Closing Date Acquisition, CCR Specialty, Crowley Chemical, DKH Enterprises, LLC, an Oklahoma limited liability company (“**DKH**”), Crowley Tar Products Company, LLC, a New York limited liability company (“**Crowley Tar**”), Rusmar Holdings, LLC, a Delaware limited liability company (“**Rusmar Holdings**”), Rusmar Solutions, Inc., a Delaware corporation (“**Rusmar Solutions**”), Rusmar Incorporated, a Pennsylvania corporation (“**Rusmar**”), and Crowley Real Estate LLC, an Ohio limited liability company (“**Crowley RE**”), as Borrowers, (iv) the other Borrowers from time to time party thereto, (v) the other Guarantors from time to time party thereto, (vi) Alter Domus (US) LLC, as administrative agent (in such capacity, the “**Administrative Agent**” or “**Grantee**”), (vii) the lenders from time to time party thereto, and (viii) PGIM, Inc., in its capacity as lead lender representative, sole bookrunner and lead arranger have entered into a Credit Agreement, dated as of March 7, 2024 (as from time to time amended, restated, supplemented, increased, extended or otherwise modified, the “**Credit Agreement**”); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of March 7, 2024, made by the Initial Borrowers, Holdings and from and after the consummation of the Closing Date Acquisition, Grantors and the other Borrowers (as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”), Grantors have granted to Grantee for the benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in various assets of Grantors, including all right, title and interest of Grantors in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby pledge to Grantee and grant to Grantee a continuing security interest, for the benefit of the Secured Parties, in and to all of Grantors’ right, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising, as collateral security for the prompt and

complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, whether now existing or hereafter incurred or arising:

(a) each Trademark in which Grantors have any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(b) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantors against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, or for injury to the goodwill associated with any of the foregoing.

provided, notwithstanding anything to the contrary contained in clauses (a) or (b) above, the security interest created by this Agreement shall not extend to, and the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would (i) constitute or result in the abandonment, cancellation, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered a Trademark.

As used herein:

"Trademarks" means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office, including those described in Schedule 1 hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantors hereby irrevocably constitute and appoint Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of each Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as such term is defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantors might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantors do hereby further acknowledge and affirm that the rights and remedies of Grantee 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.

THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THE INTERPRETATION OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW THAT WOULD PERMIT THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION) APPLICABLE TO CONTRACTS EXECUTED AND TO BE PERFORMED IN SUCH STATE, EXCEPT TO THE EXTENT THAT THE PERFECTION AND THE EFFECT OF PERFECTION OR NON PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, IN RESPECT OF ANY PARTICULAR COLLATERAL, ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. THIS CHOICE OF LAW IS MADE PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401.

(Remainder of Page Intentionally Left Blank; Signature Pages Follow)

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

CROWLEY CHEMICAL COMPANY, LLC, a
New York limited liability company
CCR SPECIALTY CHEMICALS, LLC, a
Delaware limited liability company

By: _____

Name: Jeffrey Parent

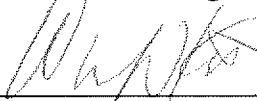
Title: Executive Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008363 FRAME: 0377

Acknowledged:

ALTER DOMUS (US) LLC,
as Administrative Agent

By: 
Name: Winnalynn N. Kantaris
Title: Associate General Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008363 FRAME: 0378

Schedule 1

Trademarks

<u>Credit Party</u>	<u>Registration or Application No. (indicate if an application)</u>	<u>Registration or Application Date</u>	<u>Jurisdiction of Registration or Application</u>	<u>Description of Trademarks, Tradenames or Service Marks</u>
CCR Specialty Chemicals, LLC	Application No.: 98219030	10/11/2023	United States	ATMOS
Crowley Chemical Company, LLC	2775769	10/21/2003	United States	Viplex
Crowley Chemical Company, LLC	1754724	03/02/1993	United States	Vycel