

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451010

| | | | |
|---|---|---|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CHEMJECT INTERNATIONAL, INC. | | 11/10/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMORGAN CHASE BANK, N.A. | | |
| Street Address: | 712 Main St | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77002 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4643362 | CHEMJET CHEMICAL SPECIALTIES & SERVICES | |
| Registration Number: | 4587009 | JET | |
| Registration Number: | 4587008 | CHEMJET | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2124255288 | | |
| <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: | 2124257200 | | |
| Email: | tmdocketny@kenyon.com | | |
| Correspondent Name: | Jonathan D. Reichman, Esq. | | |
| Address Line 1: | One Broadway | | |
| Address Line 4: | New York, NEW YORK 10004 | | |
| NAME OF SUBMITTER: | Jonathan D. Reichman, Esq. | | |
| SIGNATURE: | /Jonathan D. Reichman/ | | |
| DATE SIGNED: | 11/15/2017 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of November 10, 2017, is entered into by and between CHEMJECT INTERNATIONAL, INC., a Delaware corporation (the “*Grantor*”) and JPMORGAN CHASE BANK, N.A. (the “*Assignee*”), as Lender, on behalf of the Lender and the other Secured Parties, pursuant to that certain Pledge and Security Agreement dated as of November 10, 2017, among the Grantor, the Assignee and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), and pursuant to that certain Credit Agreement, dated as of November 10, 2017, among the Assignee, the Grantor, the Guarantors party thereto and the Lender (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”).

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Security Agreement, to evidence further the security granted by Grantor to Assignee pursuant to the Security Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Secured Obligations. For the purposes of this Agreement, “*Trademarks*” means, with respect to any Person, all of such Person’s right, title, and interest in and to the following: (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing referred to on Schedule A hereto, throughout the world.

(b) Schedule A hereto contains a true and accurate list of all of Grantor’s United States applications and registrations for the Trademarks.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or privileges provided for in this Agreement, in the Security Agreement, or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including the Assignee, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Notwithstanding the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademark owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Security Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.


[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

CHEMJECT INTERNATIONAL, INC.

By:


David Gaither

Chief Executive Officer, President and
Treasurer

[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 006205 FRAME: 0945

ASSIGNEE:

JPMORGAN CHASE BANK, N.A.

By: _____



Ryan Amar
Authorized Officer

[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 006205 FRAME: 0946

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

| No. | Registrant/Applicant | Trademark | Reg./App. Number |
|------------|------------------------------|--|-------------------------|
| 1. | Chemject International, Inc. | CHEMJET CHEMICAL SPECIALTIES & SERVICES | 4643362 |
| 2. | Chemject International, Inc. | JET | 4587009 |
| 3. | Chemject International, Inc. | CHEMJET | 4587008 |