

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501547

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monument Chemical, LLC		12/07/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JP Morgan Chase Bank, NA		
Street Address:	10 South Dearborn Street		
Internal Address:	Attn: Stacy Slaton		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87086756	MONUMENT CHEMICAL	
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:	3172371029		
Email:	Trademark@FaegreBD.com		
Correspondent Name:	Abe Jentry Shanehsaz		
Address Line 1:	300 N. Meridian Street, Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	982030.4		
NAME OF SUBMITTER:	Abe Jentry Shanehsaz		
SIGNATURE:	/Abe J. Shanehsaz/		
DATE SIGNED:	12/11/2018		
Total Attachments: 4			
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OP \$40.00 87086756

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“*IP Security Agreement*”), dated as of December 7, 2018, is made by the party listed on the signature page hereof (the “*Grantor*”) in favor of JP Morgan Chase Bank, N.A. (the “*Administrative Agent*”) as administrative agent for the Secured Parties under the Credit Agreement (as defined below),

WHEREAS, the Grantor has entered into an Amended and Restated Credit Agreement dated as of even date herewith (as amended, restated, or otherwise modified from time to time, the “*Credit Agreement*”), with the other Loan Parties party thereto, the Lenders party thereto and the Administrative Agent.

WHEREAS, the Grantor and the other Loan Parties have each executed and delivered to the Administrative Agent a Pledge and Security Agreement dated as of August 27, 2013, between the Grantor or the other Loan Parties as the case may be, and the Administrative Agent (as amended, restated, or otherwise modified from time to time, each a “*Security Agreement*” and collectively, the “*Security Agreements*”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Administrative Agent as follows:

1. Definitions. All capitalized terms used and not otherwise defined herein will have the meaning given in the Credit Agreement.

2. Grant of Security. Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under all the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including under any trade name or derivations thereof) and whether owned or consigned by or to, or leased from or to, the Grantor, and regardless of where located (the “*IP Collateral*”):

(a) the trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof set forth in Schedule 1 hereto, together with the goodwill of the business symbolized by the foregoing (the “*Trademarks*”), excluding only 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 impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part of any and all of the foregoing;

(c) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of the United States;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark;

(e) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect to any and all of the foregoing, including, without limitation, damages and payments for past and future infringements thereof, and

(f) all rights to sue for past, present and future infringements of any and all of the foregoing.

3. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement upon request by the Administrative Agent.

4. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreements, which are hereby incorporated by reference. The provisions of the Security Agreements shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreements and related Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this IP Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.


6. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Security Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks.

[SIGNATURE PAGE FOLLOWS]

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

MONUMENT CHEMICAL, LLC

By: 
Name: William F Grube
Title: Vice President

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 006498 FRAME: 0268

SCHEDULE 1

Trademark Registrations and Applications

<u>Serial Number</u>	<u>Registration Number</u>	<u>Word Mark</u>
87086756	5140881	MONUMENT CHEMICAL