

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556057

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chemalloy Company LLC		01/01/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn St., 22d Floor, IL-1458		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4793881	TI-FLUX	
Registration Number:	2301500	SULPHEX	
Registration Number:	2244377	CF MANGANESE	
Registration Number:	1966269	NI-CAL	
Registration Number:	1683531	CHEMAFLUX	
Registration Number:	1666434	NITREX	
Registration Number:	1669141	TI-LOY	
Registration Number:	0989991	ZIRCALEX	
Registration Number:	0991820	ZIR-LOY	
Registration Number:	0977625	MANSILEX	
Registration Number:	0952553	CC	
Registration Number:	0938351	CRYOFLUX	
Registration Number:	0917926	SPARFLUX	
Registration Number:	0917924	TRIMANOX	
Registration Number:	0909860	NA-FLUX	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3122013865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2: Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1075.235
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	01/06/2020

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, the "Trademark Security Agreement"), dated as of January 1, 2020, is by CHEMALLOY COMPANY LLC, a Delaware limited liability company ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of January 1, 2020, by and among the Grantor, Miller and Company LLC, a Delaware limited liability company, the other Loan Parties party thereto from time to time, the Lenders from time to time party thereto, and Administrative Agent (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make loans to the Borrowers;

WHEREAS, in connection with the Credit Agreement, Grantor and the other Loan Parties executed and delivered to the Administrative Agent, for the benefit of the Lenders, that certain Second Pledge and Security Agreement dated as of January 1, 2020 (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, Grantor has agreed to execute and deliver to the Administrative Agent this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Administrative Agent, for the benefit of the Lenders, a continuing first priority (subject to Permitted Encumbrances) security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to secure all of the Secured Obligations (collectively, the "Trademark Collateral"): (a) 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, including those registered trademarks referred to on Schedule I hereto; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) 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; (e) 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 (f) all rights corresponding to any of the foregoing throughout the world; provided, the 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 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 Trademark Collateral. Except as provided for herein and in the Security Agreement, Grantor does not grant to Administrative Agent any right or license in or to the Trademark Collateral.

3. PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall as promptly as practicable notify the Administrative Agent in writing with respect to any such new trademarks. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of the Administrative Agent in all the Trademark Collateral, whether or not listed on Schedule I.

5. RELEASE. This Trademark Security Agreement is made for collateral purposes only. Upon Payment in Full of the Secured Obligations, Administrative Agent shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements, releases, or other instruments as may be necessary or proper to release the security interest granted herein.

6. COUNTERPARTS. This Trademark 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 Trademark Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[signature page follows]


IN WITNESS WHEREOF, 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.

CHEMALLOY COMPANY LLC,
as a Grantor

By: Dimitra Kotsinonos
Name: DIMITRA KOTSIKONOS
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Michael Fine
Title: Authorized Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006831 FRAME: 0388

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
Chemalloy Company LLC	TI-FLUXC	August 18, 2015	4793881
Chemalloy Company LLC	SULPHEX	December 21, 1999	2301500
Chemalloy Company LLC	CF MANGANESE	May 11, 1999	2244377
Chemalloy Company LLC	NI-CAL	September 9, 1996	1966269
Chemalloy Company LLC	CHEMFLUX	April 21, 1992	1683531
Chemalloy Company LLC	NITREX	December 3, 1991	1666434
Chemalloy Company LLC	TI-LOY	December 24, 1991	1669141
Chemalloy Company LLC	ZIRCALEX	August 6, 1974	0989991
Chemalloy Company LLC	ZIR-LOY	August 27, 1974	0991820
Chemalloy Company LLC	MANSILEX	January 29, 1974	0977625
Chemalloy Company LLC	CC	February 6, 1973	0952553
Chemalloy Company LLC	CRYOFLEX	July 25, 1972	0938351
Chemalloy Company LLC	SPARFLUX	August 10, 1971	0917926
Chemalloy Company LLC	TRIMANOX	August 10, 1971	0917924
Chemalloy Company LLC	NA-FLUX	March 16, 1971	0909860

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REEL: 006831 FRAME: 0389

RECORDED: 01/06/2020