

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619357

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAROON GROUP, LLC		12/23/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST (LONDON) LIMITED		
Street Address:	Third Floor, 1 King's Arms Yard		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2R 7AF		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3919500	CREATING CUSTOMER SUCCESS	
Registration Number:	4628421	NEXSIL	
Registration Number:	3408590	U.S. CHEMICALS	
Registration Number:	4688213	U.S. CHEMICALS, LLC	
Registration Number:	4688265	U.S. CHEMICALS, LLC	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	SOPHIE ZANDER		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	32285-42.		
NAME OF SUBMITTER:	SOPHIE ZANDER		
SIGNATURE:	/SOPHIE ZANDER/		
DATE SIGNED:	01/08/2021		

CH \$140.00 3919500

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, or otherwise modified from time to time, this "Trademark Security Agreement") dated as of December 23, 2020, by and between MAROON GROUP, LLC, a Delaware limited liability company (the "Grantor"), and WILMINGTON TRUST (LONDON) LIMITED, in its capacity as Security Agent (in such capacity, together with its successors and assigns in such capacity, the "Security Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Security Agreement, dated as of the date hereof, by and among Barentz International B.V., Meteor Bidco, Inc., Maroon Intermediate Holdings, LLC, CI (Maroon) Holdings, LLC, Maroon Group Canada Holdings LLC, the Grantor and the Security Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), the Security Agent has agreed to make certain financial accommodations available to the Grantor pursuant to the terms and conditions thereof; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Security Agent a lien on and security interest in certain Intellectual Property (as defined in the Security Agreement), including the Trademark Collateral (as defined below), of the Grantor, and has agreed as a condition thereof to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the 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, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.01(b) of the Security Agreement, which rules of construction are incorporated herein by reference, *mutatis mutandis*.

2. Grant of Security Interest in Trademark Collateral. The Grantor hereby unconditionally grants, collaterally assigns, hypothecates and pledges to the Security Agent a continuing security interest in and lien on all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all of its Trademarks (as defined in the Security Agreement), including those Trademarks referred to on Schedule I;

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

(c) 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; and

(d) 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.

4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Security Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Security 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. Authorization to Supplement. If the Grantor obtains rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give the Security Agent prompt notice in writing with respect to any such new Trademark or renewal or extension of any Trademark registration. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Security Agent to unilaterally modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of the 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 Security Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.


7. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by email or other electronic (including in ".pdf" or ".tif" format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

8. GOVERNING LAW AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 7.09 AND 7.10 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Page Follows]

IN WITNESS WHEREOF, each 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.

MAROON GROUP, LLC
as Grantor

By: 
Name: RYAN S WILSON
Title: Authorized Person

Accepted and Agreed:
WILMINGTON TRUST (LONDON) LIMITED,
as Security Agent



By: _____
Name: CANDICE DE REYCK
Title: VICE PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner
CREATING CUSTOMER SUCCESS	United States	3919500 15-FEB-2011	85073115 28-JUN-2010	Maroon Group, LLC
NEXSIL	United States	4628421 28-OCT-2014	86224726 18-MAR-2014	Maroon Group, LLC
U.S. CHEMICALS	United States	3408590 08-APR-2008	77241903 30-JUL-2007	Maroon Group, LLC
U.S. CHEMICALS, LLC	United States	4688213 17-FEB-2015	86323316 27-JUN-2014	Maroon Group, LLC
U.S. CHEMICALS, LLC	United States	4688265 17-FEB-2015	86324834 30-JUN-2014	Maroon Group, LLC