TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM667414

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ABL Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ecovyst Catalyst Technologies LLC			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Agent		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	3817359	ALPHACAT	

CORRESPONDENCE DATA

Fax Number: 2127514864

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.

Phone: 2129061216

angela.amaru@lw.com Email:

Latham & Watkins LLP c/o Angela M. Amaru **Correspondent Name:**

Address Line 1: 1271 Avenue of the Americas Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	049133-0423		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	08/13/2021		

Total Attachments: 5

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ABL TRADEMARK SECURITY AGREEMENT

ABL TRADEMARK SECURITY AGREEMENT dated as of August 12, 2021 (this "<u>Trademark Security Agreement</u>"), by and among Ecovyst Catalyst Technologies LLC, a Delaware limited liability company ("<u>Ecovyst</u>"), Chem32 LLC, a Texas limited liability company (each, a "<u>Grantor</u>") and Citibank, N.A., as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the "<u>Agent</u>") for the Secured Parties (as defined in the ABL Credit Agreement).

Reference is made to that certain ABL Credit Agreement, dated as of May 4, 2016 (as amended and restated by the First Amendment Agreement dated as of March 20, 2020, as amended by the Second Amendment Agreement dated as of December 22, 2020 and as amended and restated as of June 9, 2021 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "ABL Credit Agreement"), by and among PQ Corporation, a Pennsylvania corporation ("PQ"), as US Borrower prior to the Performance Chemicals Sale, and Ecovyst, as US Borrower on and after the Performance Chemicals Closing Date (the "US Borrower"), CPQ Midco I Corporation, a Delaware corporation, as Holdings prior to the consummation of the Holdings Assignment, and Ecovyst Midco II Inc., a Delaware corporation, as Holdings on and after the Holdings Assignment ("Holdings"), the Subsidiary Parties from time to time party thereto (Holdings, the Subsidiary Parties and the US Borrower collectively, the "Loan Parties") and the Agent.

Reference is also made to that certain ABL Pledge and Security Agreement, dated as of May 4, 2016 (as amended and restated as of June 9, 2021 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among by and among the Loan Parties (as defined in the ABL Credit Agreement) from time to time party thereto and the Agent.

The Lenders (as defined in the ABL Credit Agreement) have extended credit to the Borrowers subject to the terms and conditions set forth in the ABL Credit Agreement. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the ABL Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the "Trademark Collateral"):

(a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including but not limited to the registrations and applications listed on <u>Schedule I</u> hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals of the foregoing; (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, present and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include (i) any foreign IP Rights and any intent-to-use Trademark application prior to the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration issuing therefrom under applicable law, or (ii) any other Excluded Assets.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

ECOVYST CATALYST TECHNOLOGIES LLC

By:

Name: Joseph S. Koscinski

Title: Vice President, Secretary and General Counsel

CHEM32 LLC

By:

Name: Joseph S. Koscinski

Title: General Counsel and Secretary

[Signature Page to ABL Trademark Security Agreement]

CITIBANK, N.A., as Administrative Agent

Name: Christopher Marino
Title: Director & Vice President

SCHEDULE I

+ = Pending assignment to Ecovyst Catalyst Technologies LLC

TRADEMARKS

REGISTERED OWNER	JURISDICTION	REG. NO.	REG. DATE	TRADEMARK
Ecovyst Catalyst Technologies LLC+	United States	3,817,359	7/13/2010	ALPHACAT
Chem32 LLC	United States	4,887,917	1/19/2016	THIOCAT

TRADEMARK APPLICATIONS

None.

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RECORDED: 08/13/2021