TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674062

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
International Dioxcide, Inc.		09/08/2021	Corporation:

RECEIVING PARTY DATA

Name:	THE TORONTO-DOMINION BANK
Street Address:	66 Wellington Street West
Internal Address:	TD Tower 9th floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5K1A2
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1651257	ADOX
Registration Number:	0800142	ANTHIUM
Registration Number:	1652832	ANTHIUM DIOXCIDE
Registration Number:	1652833	CARNEBON 200
Registration Number:	1714966	CRYOCIDE
Registration Number:	0855780	ENDIMAL
Registration Number:	1807112	OXYCHLOR
Registration Number:	5577075	PURDOX

OP $215.00 1651257

CORRESPONDENCE DATA

Fax Number: 4168657380

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: 4168657697
Email: jkkim@torys.com
Correspondent Name: TORYS LLP
Address Line 1: 79 Wellington St. W.
Address Line 2: 30th Floor, Box 270
Address Line 4: Toronto, CANADA M5K 1N2

NAME OF SUBMITTER:	Julie Kim

SIGNATURE:	/Julie Kim/
DATE SIGNED:	09/13/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of September 8th 2021 is made by INTERNATIONAL DIOXCIDE, INC. ("**Grantor**") in favor of THE TORONTO-DOMINION BANK, in its capacity as administrative agent (together with its successors and assigns, the "**Agent**"), on behalf of (i) itself, as Agent, and (ii) the Lenders, Hedge Lenders and Service Lenders (as such terms are defined in the Credit Agreement referred to below).

WHEREAS, the Grantor owns the Trademarks (as hereinafter defined) set out in Schedule 1 annexed hereto;

AND WHEREAS, the Agent and ERCO WORLDWIDE LP, an affiliate of Grantor, are parties to a Senior Secured Credit Agreement dated April 16, 2021 (as amended, extended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement;

AND WHEREAS, as security for its obligations under the Loan Documents, Eligible Hedging Agreements and Other Secured Agreements (together with each addendum thereto) the Grantor has agreed to grant to the Agent a security interest in the Trademark Collateral (as defined below) and to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Agent a security interest in all of the Grantor's right, title and interests in the trademarks (including service marks), slogans, logos, designs, certification marks, trade dress, corporate names, trade names, domain names or other indicia of source, whether registered or unregistered, owned by, assigned to, or in the case of intent-to-use trademarks, held for use by the Grantor and all registrations and applications for the foregoing in the United States ("**Trademarks**"), including those trademark registrations and applications listed on Schedule 1 annexed hereto, together with any and all of the Grantor's right, title and interests in (i) rights and privileges arising under applicable requirements of law with respect to such Grantor's use of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof or unfair competition therewith, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements, dilutions or violations thereof or unfair competition therewith "**Trademark Collateral**").

The Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Trademark Security Agreement.

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to that certain pledge and security agreement dated as of April 16, 2021, between, among others, ERCO WORLDWIDE LP and the Agent (the "**Pledge and Security Agreement**"). The parties do hereby further acknowledge and affirm that the rights and remedies of the parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are

incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

This Agreement may be executed in counterparts, each of which will be deemed to be an original and which together will constitute one and the same agreement. Electronic delivery of an executed signature page to this Agreement by either party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such party.

This Agreement shall, except to the extent that the laws of another jurisdiction apply to the Trademarks or any part thereof, be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflicts of law principles.

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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

INTERNATIONAL DIOXCIDE, INC.

By: DocuSigned by: Ed Bechberger C352984E8ED740D... DocuSigned by: John Engelen C424918D5AA941D...

Name: Ed Bechberger John Engelen

Title: President Vice President M&A

Acknowledged:
THE TORONTO-DOMINION BANK, as Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

INTERNATIONAL DIOXCIDE, INC.

By: _____
Name:
Title:

Acknowledged:
THE TORONTO-DOMINION BANK, as Agent

By: _____
Name: Neda Heidarpour
Title: Loan Syndications- Agency

Schedule 1 – United States Trademarks

Title	Application No.	Trademark No.
ADOX	74/086228	1651257
ANTHIUM	72/215078	0800142
ANTHIUM DIOXCIDE	74/086206	1652832
CARNEBON 2002	74/086242	1652833
CRYOCIDE	74/218366	1714966
ENDIMAL	72/289443	855780
OXYCHLOR	74/086244	1807112
PURDOX	87/585937	5577075