TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM737724

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Unifrax I LLC		06/29/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent	
Street Address:	1300 Thames Street, 4th Floor, Thames Street Wharf	
City:	Baltimore	
State/Country:	MARYLAND	
Postal Code:	21231	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	6397998	FYREWRAP E-MAT
Registration Number:	5788641	THERMFRAX
Serial Number:	90557001	SIFAB

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com **Correspondent Name:** LATHAM & WATKINS LLP Address Line 1: 355 SOUTH GRAND AVENUE

Address Line 4: LOS ANGELES, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	036608-0121
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	06/29/2022

Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of June 29, 2022 (this "Trademark Security Agreement"), is made by the signatory hereto listed under "Pledgor" (the "Pledgor"), in favor of Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain First Lien Credit Agreement, dated as of December 14, 2018 (as amended, restated, amended and restated, modified or supplemented from time to time, the "Credit Agreement"), by and among ASP Unifrax Holdings, Inc., a Delaware corporation (the "Borrower" as successor by merger to Ulysses Merger Sub, Inc.), Ulysses Parent, Inc., a Delaware corporation, the other guarantors from time to time party thereto, the lenders and issuing banks from time to time party thereto and the several agents party thereto, including the Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgor is party to a First Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.
- SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):
- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on <u>Schedule 1</u> attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, and (iii) continuations, extensions and renewals thereof and amendments thereto; and
 - (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

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SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. <u>Recordation</u>. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. <u>Governing Law</u>. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Pledgor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGOR:

UNIFRAX I LLC, a Delaware limited liability company

By:

Name: Scott Horrigan Title: Vice President Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,

as Collateral Agent

Name: Lisa Hanson

Title: Authorized Signatory

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SCHEDULE 1

to

TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
FYREWRAP E-MAT	88934908 May 27, 2020	6397998 June 22, 2021	Registered June 22, 2021	Unifrax I LLC
THERMFRAX	87668122 November 1, 2017	5788641 June 25, 2019	Registered June 25, 2019	Unifrax I LLC

United States Trademark Applications:

RECORDED: 06/29/2022

Trademark	Application Number Application Date	Status	Owner
SIFAB	90557001 March 3, 2021	Pending	Unifrax I LLC

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