

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM817710

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMORGAN CHASE BANK, N.A.		05/10/2023	NATIONAL ASSOCIATION: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ACQUIOM AGENCY SERVICES LLC		
<b>Street Address:</b>	950 17TH STREET, SUITE 1400		
<b>Internal Address:</b>	Loan Agency Team		
<b>City:</b>	DENVER		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0901671	COPPER-COUNT	
<b>Registration Number:</b>	2712453	OXY-SIX	
<b>Registration Number:</b>	1299172	PRACT	
<b>Registration Number:</b>	5661996	VENATOR	
<b>Registration Number:</b>	5662038	VENATOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	aprilwhite@paulhastings.com		
<b>Correspondent Name:</b>	PAUL HASTINGS LLP		
<b>Address Line 1:</b>	4747 EXECUTIVE DR., 12TH FLOOR		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	50189.00018		
<b>NAME OF SUBMITTER:</b>	April White		
<b>SIGNATURE:</b>	/April White/		
<b>DATE SIGNED:</b>	06/15/2023		

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**Total Attachments: 5**

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**ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS**

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS, dated as of May 10, 2023 (this “**Agreement**”), is entered into by and among (a) ACQUIOM AGENCY SERVICES LLC (“**Acquiom**”) in its capacity as successor Collateral Agent under the Credit Agreement referred to below and the other Loan Documents (as defined in the Credit Agreement) (in such capacity, the “**Successor Collateral Agent**”); and (b) JPMORGAN CHASE BANK, N.A. (“**JPM**”), in its capacity as the existing Collateral Agent for the Secured Parties under the Credit Agreement and the other Security Agreement (in such capacity, the “**Resigning Collateral Agent**”). Defined terms in the Credit Agreement or the Security Agreement (each as defined below), as applicable, have the same meanings where used herein, unless otherwise defined.

**WHEREAS**, VENATOR MATERIALS PLC, a public limited liability company incorporated in England and Wales with company number 10747130 (“**Holdings**”), VENATOR MATERIALS LLC, a Delaware limited liability company (the “**U.S. Borrower**”) and VENATOR FINANCE S. À R. L, a private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, with its registered office at 8-10, avenue de la Gare, L-1610 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg register of commerce and companies (*Registre de Commerce et des Sociétés Luxembourg* under number B 215.641 (the “**Lux Borrower**”, and together with the U.S. Borrower, the “**Borrowers**”), JPM, in its separate capacities as existing Administrative Agent (in such capacity, the “**Resigning Administrative Agent**”) and Resigning Collateral Agent, and other parties named therein have entered into that certain Term Loan Credit Agreement, dated as of August 8, 2017 (as amended, restated, amended and restated, modified, supplemented or replaced, in whole or in part, from time to time, the “**Credit Agreement**”);

**WHEREAS**, pursuant to the Credit Agreement, each of Borrowers’ affiliates Venator Materials LLC, and Venator Chemicals LLC (formerly known as Chemical Specialties LLC) (each a “**Grantor**” and, collectively, the “**Grantors**”) are party to the Term Loan Collateral Agreement, dated as of August 8, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Resigning Collateral Agent;

**WHEREAS**, in connection with the Credit Agreement and the Security Agreement, Grantors entered into that certain Trademark Security Agreement dated as of August 8, 2017 (together with all supplements and amendments thereto, the “**Trademark Security Agreement**”), whereby each Grantor, as security for the payment or performance, as the case may be, in full of the Secured Obligations, pledged to Resigning Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and granted to Resigning Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in or to the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademark registrations and applications identified on Schedule A hereto (collectively, the “**Trademarks**”),

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 27, 2017 at Reel 6203, Frame 0266;

**WHEREAS**, the Trademark Security Agreement was supplemented by the Partial Termination and Release of Security Interest in Trademark Rights, which was recorded with the United States Patent and Trademark office on April 4, 2023 at Reel 8033, Frame 0434;

**WHEREAS**, pursuant to that certain Successor Agent Agreement, dated as of the date hereof (the “**Agency Transfer Agreement**”), the Resigning Collateral Agent resigned as, and Successor Collateral

Agent was appointed and accepted appointment as Collateral Agent for the benefit of the Secured Parties under the Credit Agreement and the Security Agreement; and

**WHEREAS**, pursuant to the Agency Transfer Agreement, Resigning Collateral Agent has assigned to Successor Collateral Agent, and Successor Collateral Agent has accepted, all of Resigning Collateral Agent's rights and obligations under the Trademark Security Agreement, including the Security Interest held by Resigning Collateral Agent in all of Grantors' right, title and interest in, to and under the Trademark Collateral, including the Trademarks.

**NOW, THEREFORE**, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each party hereto agrees as follows:

1. Assignment. Pursuant to the terms set forth herein and in the Agency Transfer Agreement, the Resigning Collateral Agent hereby assigns to Successor Collateral Agent all of the rights and obligations of Resigning Collateral Agent under the Trademark Security Agreement, including Resigning Collateral Agent's entire Security Interest in all of Grantors' right, title and interest in, to and under the Trademark Collateral, including the Trademarks. Nothing herein shall be deemed to terminate, interrupt, or impair the continuity of the Security Interest in and to the Trademark Collateral, including the Trademarks identified on Schedule A attached hereto, granted to the Resigning Collateral Agent under the Security Agreement and the Trademark Security Agreement, which Security Interest is now succeeded by and transferred to the Successor Collateral Agent.

2. Incorporation. All terms set forth in the Agency Transfer Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth herein are inconsistent with the terms of the Agency Transfer Agreement, the terms set forth in the Agency Transfer Agreement shall apply.

3. Recordation. This Agreement has been executed and delivered for the purpose of recording the assignment of security interest with the United States Patent and Trademark Office.

4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first above written.

**RESIGNING COLLATERAL AGENT:**

**JPMORGAN CHASE BANK, N.A.,**  
as Resigning Collateral Agent

By: 

\_\_\_\_\_  
Name: Daniel Luby  
Title: Executive Director

**SUCCESSOR COLLATERAL AGENT:**

**ACQUIOM AGENCY SERVICES LLC,**  
as Successor Collateral Agent

By: Shon McCraw-Davis  
Name: Shon McCraw-Davis  
Title: Director

**Schedule A**

**TRADEMARKS**

<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Renewal Due</b>	<b>Class</b>	<b>Registered Owner*</b>	<b>Current Beneficial Owner</b>
COPPER-COUNT	United States	Registered	72351501	February 16, 1970	0901671	November 04, 2030	5	Venator Chemicals LLC	Venator Chemicals LLC
OXY-SIX	United States	Registered	76010434	March 27, 2000	2712453	May 08, 2023	1	Venator Chemicals LLC	Venator Chemicals LLC
PREACT (Stylized)	United States	Registered	73427090	May 23, 1983	1299172	October 09, 2024	1	Venator Chemicals LLC	Venator Chemicals LLC
VENATOR	United States	Registered	87/247,886	November 25, 2016	5661996	January 22, 2025	1, 2, 3	Venator Materials LLC	Venator Materials LLC
VENATOR and Design	United States	Registered	87301124	January 13, 2017	5662038	January 22, 2025	1, 2	Venator Materials LLC	Venator Materials LLC