

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4092384

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ASCEND PERFORMANCE MATERIALS OPERATIONS LLC	09/09/2016
RECEIVING PARTY DATA	
Name:	WELLS FARGO CAPITAL FINANCE, LLC
Street Address:	1100 ABERNATHY ROAD
Internal Address:	SUITE 1600
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30328
PROPERTY NUMBERS Total: 11	
Property Type	Number
Application Number:	62328770
Application Number:	62319717
Application Number:	62261392
Application Number:	62319122
Application Number:	14776466
Application Number:	15211747
Application Number:	62276861
Application Number:	62234487
Application Number:	62348524
Application Number:	62348462
Application Number:	62339767
CORRESPONDENCE DATA	
Fax Number:	(678)553-2602
<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:	(678) 553-2601
Email:	jimmarl@gtlaw.com
Correspondent Name:	LASHANA C. JIMMAR, PARALEGAL
Address Line 1:	GREENBERG TRAURIG, LLP
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PATENT

Address Line 4: ATLANTA, GEORGIA 30305	
ATTORNEY DOCKET NUMBER:	103274.016000
NAME OF SUBMITTER:	LASHANA C. JIMMAR
SIGNATURE:	/LaShana C. Jimmar/
DATE SIGNED:	10/11/2016
Total Attachments: 6 source=Supplement to Patent SA (ABL)#page1.tif source=Supplement to Patent SA (ABL)#page2.tif source=Supplement to Patent SA (ABL)#page3.tif source=Supplement to Patent SA (ABL)#page4.tif source=Supplement to Patent SA (ABL)#page5.tif source=Supplement to Patent SA (ABL)#page6.tif	

SUPPLEMENT TO PATENT SECURITY AGREEMENT

This SUPPLEMENT TO PATENT SECURITY AGREEMENT (this “Supplement to Patent Security Agreement”) is made as of September 9, 2016, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, in its capacity as collateral and administrative agent for the Lender Group and the Bank Product Providers (together with its successors and assigns, “Agent”).

W I T N E S S E T H:

WHEREAS, reference is made to that certain Second Amended and Restated Credit Agreement dated as of August 23, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among ASCEND PERFORMANCE MATERIALS HOLDINGS INC., a Delaware corporation (“Parent”), ASCEND PERFORMANCE MATERIALS OPERATIONS LLC, a Delaware limited liability company (“Ascend LLC”), ASCEND PERFORMANCE MATERIALS INC., a Delaware corporation (“Ascend Performance”), ASCEND PERFORMANCE MATERIALS TEXAS INC., a Delaware corporation (“Ascend Performance Texas”; Ascend LLC, Ascend Performance, and Ascend Performance Texas, collectively, the “Borrowers” and, each, a “Borrower”), the lenders party thereto as “Lenders” (the “Lenders”), and Wells Fargo Capital Finance, LLC, in its capacity as collateral and administrative agent for the Lender Group (as defined therein) and the Bank Product Providers (as defined therein) (together with its successors and assigns, the “Agent”);

WHEREAS, the members of the Lender Group are willing to continue to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Amended and Restated Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Supplement to Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each 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.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor’s right, title and

interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Patent Collateral”):

- (a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Supplement to Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Supplement to Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Supplement to Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Supplement to Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Supplement to Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Supplement to Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Supplement to Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a

party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Supplement to Patent Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Supplement to Patent Security Agreement or any other Loan Document refer to this Supplement to Patent Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Supplement to Patent Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Supplement to Patent Security Agreement unless otherwise specified. Any reference in this Supplement to Patent Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of either Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[Continued on following page.]

IN WITNESS WHEREOF, each Grantor has caused this Supplement to Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

**ASCEND PERFORMANCE MATERIALS
OPERATIONS LLC**

By: 

Name: Andrew Ralston


Title: Vice President, General Counsel and
Secretary

SUPPLEMENT TO PATENT SECURITY AGREEMENT

PATENT
REEL: 039989 FRAME: 0058

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company, as Agent

By: 
Name: MATT MOWBRAY
Title: VP

SCHEDULE I

Patents

Patents

Title	Owner	Status	Patent No./ Application Number	Filing Date/ Grant Date
Antistatic Fiber Included in All Blends of Natural and Synthetic Fibers with Purpose to Provide Static Dissipative Properties in Fleece or Any Raised Fabrics	Ascend Performance Materials Operations LLC	Pending	62328770	4/28/16
Branched Tri-esters and Their Blends as Coalescing Agents for Coatings	Ascend Performance Materials Operations LLC	Pending	62319717	4/7/16
High Molecular Weight Polyamide with Low Gels and Impurities	Ascend Performance Materials Operations LLC	Pending	62261392	12/1/15
Light Colored Antistatic Fiber Product with Low Resistance Values	Ascend Performance Materials Operations LLC	Pending	62319122	4/6/16
Melt-Coupled Polyamide Compounding Process With High Vacuum	Ascend Performance Materials Operations LLC	Pending	14/776466	09/14/15
Melt-Coupled Polyamide Compounding Process With High Vacuum	Ascend Performance Materials Operations LLC	Pending	15/211747	07/15/16
Mixed Metal Oxide Catalysts for Ammoxidation	Ascend Performance Materials Operations LLC	Pending	62276861	1/9/16
Nylon 66/6 Copolymers Demonstrating Unique Crystallization Behavior Allowing for Process Benefits in Film Applications	Ascend Performance Materials Operations LLC	Pending	62234487	9/29/15
Polyamide Nanofiber Nonwovens	Ascend Performance Materials Operations LLC	Pending	62348524	6/10/16
Solution-Spun Polyamide Nanofiber Nonwovens	Ascend Performance Materials Operations LLC	Pending	62348462	6/10/16
Triaminononane Salts as Clay Stabilizer on Oil & Gas	Ascend Performance Materials Operations LLC	Pending	62339767	5/20/16