PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4719502

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT	

CONVEYING PARTY DATA

Name	Execution Date
VANTAGE SPECIALTIES, INC.	10/26/2017
VANTAGE SPECIALTY INGREDIENTS, INC.	10/26/2017

RECEIVING PARTY DATA

Name:	MORGAN STANLEY SENIOR FUNDING, INC., AS COLLATERAL AGENT		
Street Address:	1585 BROADWAY		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10036		

PROPERTY NUMBERS Total: 16

Property Type	Number
Application Number:	15510531
Patent Number:	6069273
Patent Number:	5986119
Patent Number:	5985806
Patent Number:	5919959
Patent Number:	5883279
Patent Number:	6187729
Application Number:	14422973
Application Number:	14699530
Patent Number:	6586013
Patent Number:	7306809
Patent Number:	8697130
Patent Number:	9072675
Patent Number:	8828979
Application Number:	14329063
Application Number:	14454886

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6463667120

Email: iprecordations@whitecase.com

Correspondent Name: DANIEL GOLD/WHITE & CASE LLP
Address Line 1: 1221 AVENUE OF THE AMERICAS
Address Line 4: NEW YORK, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1130558-0144-N997	
NAME OF SUBMITTER:	DANIEL GOLD	
SIGNATURE:	/Daniel Gold/	
DATE SIGNED:	12/05/2017	

Total Attachments: 5

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FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT (this "<u>Patent Security Agreement</u>") is entered into as of October 26, 2017, by and among **VANTAGE SPECIALTIES, INC.** and **VANTAGE SPECIALTY INGREDIENTS, INC.** (each, a "<u>Grantor</u>" and together, the "<u>Grantors</u>") and **MORGAN STANLEY SENIOR FUNDING, INC.**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "<u>Collateral Agent</u>").

WITNESSETH:

WHEREAS, Grantor is party to a First Lien Pledge and Security Agreement, dated as of October 26, 2017 (as it may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Patent 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, Grantor 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.
- SECTION 2. <u>Grant of Security Interest in Patent Collateral</u>. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of Grantor:
 - (a) Patents of Grantor listed on Schedule I attached hereto constituting Collateral; and
 - (b) all proceeds of any and all of the foregoing.
- SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.
- SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Patents under this Patent Security Agreement (without recourse or warranty of any kind, either express or implied).
- SECTION 5. <u>Counterparts</u>. This Patent Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or other

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electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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VANTAGE SPECIALTIES, INC.

By:

Name: Title:

Craig Yuen/

Treasurer, Secretary & Chief

Financial Officer

VANTAGE SPECIALTY INGREDIENTS, INC.

By:

Name:

Craig Yuen

Title:

Treasurer & Secretary

[Project Vantage - Patent Security Agreement (First Lien)]

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,

as Collateral Agent

By:

Name: Robbie Pearson Title: Authorized Signatory

[Project Vantage - Patent Security Agreement (First Lien)]

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SCHEDULE I

<u>to</u> <u>PATENT SECURITY AGREEMENT</u> UNITED STATES PATENT REGISTRATIONS AND PATENT APPLICATIONS

<u>Title</u>	Applicati on No.	Patent No.	<u>Owner</u>
Derivatives of 1,3-propanediol	-	15/510,531	Vantage Specialties, Inc.
Alkoxylated fluoro ester carbonates	-	6,069,273	Vantage Specialties, Inc.
Reconstituted castor oil	-	5,986,119	Vantage Specialties, Inc.
Telomerized complex ester triglycerides	-	5,985,806	Vantage Specialties, Inc.
Guerbet branched amine oxides	-	5,919,959	Vantage Specialties, Inc.
Silicone salicylate esters	-	5,883,279	Vantage Specialties, Inc.
Composition and a process for removing rosin solder flux with terpene and hydrocarbons	-	6,187,729	Vantage Specialties, Inc.
Molybdenum-containing composition	-	US20150232779A1 US14422973	Vantage Specialties, Inc.
Phosphate composition	-	US20150315216A1 US14699530	Vantage Specialties, Inc.
Method of using optically-activated particles in cosmetic preparations	-	6,586,013	Vantage Specialty Ingredients, Inc.
Optically activated particles for use in cosmetic compositions	-	7,306,809	Vantage Specialty Ingredients, Inc.
Non-irritating benzoyl peroxide	-	8,697,130	Vantage Specialty Ingredients, Inc.
Non-irritating benzoyl peroxide	-	9,072,675	Vantage Specialty Ingredients, Inc.
Salicylic acid gel	-	8,828,979	Vantage Specialty Ingredients, Inc.
Salicylic acid gel	-	US14329063 US20140323445A1	Vantage Specialty Ingredients, Inc.
Salicylic Acid gel (solvent and product claims)	-	US14454886 US20140349978A1	Vantage Specialty Ingredients, Inc.

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