

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358126

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AB Specialty Silicones, LLC		10/07/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3115785	AERO CURE	
CORRESPONDENCE DATA			
Fax Number:	3129774405		
<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:	312-977-4400		
Email:	ipdocket@nixonpeabody.com		
Correspondent Name:	Richard C. Himelhoch		
Address Line 1:	Nixon Peabody LLP		
Address Line 2:	70 West Madison Street, Suite 3500		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	296341-00001		
NAME OF SUBMITTER:	Richard C. Himelhoch		
SIGNATURE:	/Richard C. Himelhoch/		
DATE SIGNED:	10/09/2015		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 7, 2015 (as amended, restated or otherwise modified from time to time, this “*Trademark Security Agreement*”), by and between AB Specialty Silicones, LLC, a Delaware limited liability company (“*Grantor*”), and BMO Harris Bank N.A., a national banking association (“*Secured Party*”).

WITNESSETH:

WHEREAS, the Grantor is a party to that certain Amended and Restated Security Agreement dated as of September 15, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), by and among the Grantor, the other grantors party thereto, and Secured Party, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Secured Party to enter into the Credit Agreement, the Grantor hereby agrees with Secured Party as follows:

SECTION 1. Defined Terms. 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. Grant of Security Interest in Trademark Collateral. The Grantor hereby unconditionally grants, collaterally assigns, and pledges to Secured Party a continuing security interest in all of the Grantor’s right, title, and interest in and to the following, whether now owned, existing or hereafter acquired or arising (collectively, the “*Trademark Collateral*”) to secure the Secured Obligations (as defined in the Existing Security Agreement and modified or amended by the Security Agreement):

(a) (i) all of the Grantor’s Trademarks and Trademark Licenses, including without limitation those referred to on Schedule I hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, and (iv) the right to sue for past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill; and

(b) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any Excluded Property, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto; provided, that, upon such filing, the Trademark Collateral shall include, and the security interest granted under Section 2 hereof shall attach to, such intent-to-use application.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interest granted to Secured Party pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

SECTION 4. Authorization to Supplement. If the Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give notice in writing to Secured Party in accordance with the terms of the Security Agreement with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

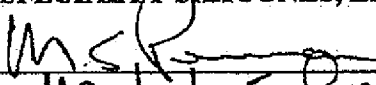
SECTION 5. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 12 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and delivered via facsimile or other electronic format, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[signature page to follow]


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

AB SPECIALTY SILICONES, LLC

By: 
Name: Mark S. Penman
Title: Manager

Accepted and agreed to in Chicago, Illinois, as of the date and year first above written.

BMO HARRIS BANK N.A.

By: 
Name: Carol E. Skoog
Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Registrant	Registration No.	Registration Date
AERO CURE	Anderson & Associates, L.L.C., and assigned to AB Specialty Silicones, LLC	3115785	July 18, 2006